



Purchasing Division

Invitation for Bid

IFB-5805-26-DD

Crosby Avenue Improvements Project

Bid Response Deadline

February 9, 2026, Prior to 2:00 PM (MST)

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

🔗 <https://www.bidnetdirect.com/colorado/city-of-grand-junction>

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

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

Purchasing Representative:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

Invitation for Bids

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Section 1.0. Administrative Information and Instructions

- 1.1. Americans with Disability Act (ADA) Compliance Mandate:** Following HB21- 1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.

Deliverables that fail to meet accessibility requirements may be returned for correction at no additional cost to the City.

- 1.2. Required Review:** The Offeror is responsible for thoroughly reviewing all solicitation documentation to ensure a complete understanding of the scope, specifications, delivery requirements, and all terms and conditions governing this procurement. The Bidder shall review all applicable laws, regulations, instructions, and procurement policies associated with this solicitation process. Submission of a bid response constitutes acknowledgement that the Bidder has reviewed and understands all requirements necessary to provide the specified products and fulfill the obligations under this solicitation.
- 1.3 Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Dolly Daniels; Senior Buyer
dollyd@gjcity.org

Except for Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.4 Non-Mandatory Pre-Bid Meeting:** Prospective bidders are encouraged to attend a non-mandatory pre-bid meeting on Tuesday, January 20, 2026, at 2:00 PM. Meeting location shall be in the City Hall Auditorium, located at 250 North 5th St., Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.5 Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required (except those listed in Section 3.3.13) for the Crosby Avenue Improvement Project. All dimensions and Scope of Work shall be verified by Contractors prior to submission of bids.
- 1.6 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](#).

- 1.7 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.8 Compliance:** By submitting a bid, all Offerors agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.9 Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contacting.
- 1.10 Submission of Bids:** Bids must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System: <https://www.bidnetdirect.com/colorado/city-of-grand-junction>
- The platform offers both free basic registration and paid subscription plans. Free registration may take up to 24 hours to activate, so early registration and submission are recommended.
 - Please refer to the [BidNet Electronic Vendor Registration](#) page.
 - The City does not control or administer the vendor access to the BidNet® Direct system. Bidders are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at **(800) 835-4603** before the proposal deadline.

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

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

Bid Opening Crosby Avenue Improvement Project (IFB-5805-26-DD)
February 9, 2026, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/187557277>

You can also dial in using your phone.

Access Code: 187-557-277

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

To join from a video-conferencing room or system.

Meeting ID: 187-557-277

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

Or dial directly:

187557277@67.217.95.2 or 67.217.95.2##187557277

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 by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.

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

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

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

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

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

All names must be typed or printed below the signature.

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

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

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

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

- 1.15 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:** Offerors shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:
- a. Examine the *Contract Documents* thoroughly.
 - b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
 - c. Study and carefully correlate Offeror's observations with the *Contract Documents*, and;
 - d. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.

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

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

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

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

- 1.18 Questions Regarding Statement of Work:** Any information related 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 Representative.
- 1.20 Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees/bids should not include taxes.
- 1.21 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 Offeror, 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. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Offeror has not taken exception, and if awarded a Contract shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.24 Collusion Clause:** Each Offeror by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. All bids shall be rejected if there is evidence or reason for believing that collusion exists among Offerors. The Owner may, or may not, accept future bids for the same Work or commodities from participants in such collusion.
- 1.25 Disqualification of Offerors:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, Contractor, or corporation that is in arrears to the Owner, upon debt or

Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

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

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

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

1.26 Public Disclosure Record: If the Offeror has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Offeror 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.

Section 2.0. General Contract Terms and Conditions

2.1 The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable Agreement (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 produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

2.3 Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be executed by the Owner and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.

2.4 The Owner: The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized

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

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

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

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

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

2.9 Substitutions: The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the Purchasing Agent at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other Contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.

2.10. Supervision and Construction Procedures: The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

2.11. Warranty: The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.

2.12. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents

are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.

2.13. Responsibility for Those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-contractors, its agents and employees, and all other persons performing any of the Work under a Contract with the Contractor.

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

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

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

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

(b) General Liability insurance with minimum limits of:

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:

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

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

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

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

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

2.19. Time: Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Work within the Contract time set forth in the Contract Documents. The Contract time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the Work is the

date certified by the Owner when all construction, and all other Work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

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

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

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

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

2.24. Retention: The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion

of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Offeror fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in **accordance with Colorado Department of Transportation Special Provisions (Page 51) Section 108.09**. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

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

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

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

authorizing a change in the Work or an adjustment in the contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.

- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede 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 to 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:** Offers must comply with all Federal, State, County, and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law.
- 2.37 Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the Work to be done or information that comes to the attention of the Contractor during the course of performing such Work is to be kept strictly confidential.
- 2.38 Conflict of Interest:** No public official and/or City employee shall have interest in any Contract resulting from this Invitation for Bid. Any potential or actual conflicts of interest shall be promptly disclosed and managed in accordance with applicable federal, state, and local laws as well as the City's policies.
- 2.39 Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- 2.40 Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.40.2** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.40.3** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.41 Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 "Affirmative Action/EEO.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.

- 2.43. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.44. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in additional Work, materials and/or administration services necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.45. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.46. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.
- 2.47. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contractor payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions. Items for non-responsiveness may include, but not be limited to:
- a. Submission of the Bid on forms other than those supplied by the City;
 - b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
 - c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
 - d. Failure to acknowledge receipt of any or all issued Addenda;
 - e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;

- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or Contract; and
- i. Failure to calculate Bid prices as described herein.

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

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Offeror,
- negotiate final terms with the Successful Offeror,
- take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Contractor, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive, or conditional Bids.

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

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

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

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

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

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

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

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

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

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

- 2.51. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.52. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Invitation For Bid.
- 2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.55. Governing Law:** Any agreement as a result of responding to this Invitation For Bid shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.56. Expenses:** Expenses incurred in preparation, submission, and presentation of response to this Invitation For Bid are the responsibility of the Offeror and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.
- 2.58. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).
- 2.59. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on Owner's solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.60. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.60.1. "Public project" is defined as:

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

Section 3.0. Statement of Work

3.1 GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, supervision, equipment, tools, and materials required (except for those listed in Section 3.3.13) for the Crosby Avenue Improvement Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

Crosby Avenue and Base Rock Street currently exist as narrow, two-lane streets within the project area. Approximately 3,000 linear feet of roadway will be removed by milling, and the adjoining curb, gutter, and sidewalk will be demolished. The City will retain ownership of the millings, which the Contractor will haul to the City's property at 2620 Legacy Way. The roadway corridor will then be re-graded to improve drainage and driving characteristics.

A substantial number of existing manhole and valve covers will require adjustment. One existing manhole at STA 30+47 will be removed and replaced outside of the proposed roadway, closer to the UPRR ROW while maintaining the existing rim elevation. One of the existing Type R storm drain inlets will be removed and replaced, which will require excavation to depths of approximately 16 feet to reconnect to the existing storm drain pipes. Bid items for Muck Excavation and Dewatering have been provided for the removal of sediment backflow from the existing storm drain pipe, which has an adverse slope. Other existing utilities will be protected in place. Emery Fiber and Lumen will be relocating pedestals and pull boxes during the project, and Xcel will be installing the streetlights and transformers required for the project.

The proposed road section includes two 11-foot-wide driving lanes, with 5-foot-wide bike lanes on each side. A 12-foot-wide turn lane will be included at the intersection of Crosby Avenue with W Gunnison Avenue. Paving will consist primarily of asphalt. Subgrade stabilization is anticipated to be required from the intersection with the W Grand Avenue trail to the SH 340 overpass. New curb and gutter will be provided on both sides of the road. A new monolithic sidewalk will be built on the east side of Base Rock Street. A new 10-foot-wide detached sidewalk will be built on the north side of Crosby Avenue, separated by a 7-foot-wide landscape strip. The landscaping consists of rock mulch with drought-resistant shrubs and grasses, similar to what can be seen in the 24 Road corridor. A new irrigation system will be installed for this landscape strip. Existing driveways will be re-graded and re-surfaced to connect to the new roadway. New pedestrian lights procured by the City will be installed on the north and east sides of the new sidewalk.

Approximate quantities include the following:

- 10,042 SY of full depth pavement removal with millings hauled to the City's property
- 14,189 CY of unclassified excavation
- 6,531 tons of Class 2 ABC
- 3,322 tons of Class 3 ABC for subgrade stabilization
- 7,052 tons of Class 6 ABC
- 17,630 SY of soil reconditioning
- 3,101 tons of PG 64-22 SX 75 HMA
- 1,677 SY of detached concrete sidewalk
- 4,599 LF of Type 2 C&G
- 3,707 LF of electrical conduit
- 35 Pedestrian lights to install
- 1,300 LF of 1-1/2-inch mainline irrigation pipe.

Due to the narrow configuration of Crosby Avenue, a full road closure will be necessary during reconstruction. The Contractor shall maintain access for local residents, businesses, and Mesa County at all times.

The performance of the Work for this Project shall conform to the General Contract conditions and Standard Specifications for Construction of Underground Utilities – Waterlines, Sanitary Sewers, Storm Drains, Underdrains and Irrigation Systems 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. Additionally, this project is partially funded by the Colorado Department of Transportation (CDOT) Revitalizing Main Streets: Safety Infrastructure Grant Program. As a result, unless otherwise noted, the project shall comply with the requirements outlined in the following documents, in the following order of precedence:

1. This Invitation for Bid and subsequent addenda.
2. City of Grand Junction's Standard Contract Documents for Capital Improvements Construction, revised July 2010, General Contract conditions.
3. Project Special Provisions.
4. Standard Special Provisions.
5. Detailed Plans.
6. CDOT Standard Plans.
7. Supplemental Specifications.
8. 2025 CDOT Standard Specifications for Road and Bridge Construction, including the requirements imposed by the following documents:
 - 2024 CDOT Construction Manual.
 - 2026 CDOT Field Materials Manual.
 - 2022 CDOT Local Agency Project Desk Reference.
 - CDOT Civil Rights & Labor Compliance.
 - CDOT Approved Products List & Qualified Manufacturers List.
9. City of Grand Junction's Standard Contract Documents for Capital Improvements Construction, revised July 2010, Standard Specifications for Construction of Underground Utilities – Waterlines, Sanitary Sewers, Storm Drains, Underdrains and Irrigation Systems

Calculated dimensions will govern over scaled dimensions.

The City's intent is to comply with all project requirements imposed on it by the CDOT Revitalizing Main Streets: Safety Infrastructure Grant Program, and the Contractor shall anticipate providing all forms, reports, submittals, documents, and other data as required by CDOT.

- 3.2. PROJECT DESCRIPTION:** Crosby Avenue links Main Street with the Rimrock Shopping Center and serves as an alternative route to the I-70B corridor. Crosby Avenue will undergo a full reconstruction aimed at enhancing safety, expanding travel options, and fostering stronger community connections.

The redesigned corridor will feature a welcoming and well-lit streetscape, with dedicated bicycle lanes and a shared-use path set apart from vehicle traffic by a landscaped buffer. Enhanced lighting and upgraded pavement will contribute to a safer and more comfortable experience for people walking, biking, using mobility devices, or driving. Connectivity to the existing bridge over the Union Pacific Railroad tracks, and by extension the Riverfront Trail, will also be improved. These enhancements will create a continuous and accessible route linking neighborhoods, downtown, retail destinations, and the regional trail system.

Several site readiness tasks were completed in spring 2025 in preparation for construction. The City replaced an aging asbestos cement waterline along Crosby Avenue and Base Rock Street with PVC piping. It also relocated the existing raised irrigation ditch underground, which previously impeded visibility and took up much of the north shoulder. Additionally, deteriorating sanitary sewer lines under Base Rock Street were rehabilitated using trenchless methods to minimize disruption for nearby businesses.

The project is being financed through a combination of State and City funds. The Colorado Department of Transportation awarded the project one million dollars through the Revitalizing Main Streets: Safety Infrastructure Grant Program. These funds are being supplemented by the City of Grand Junction, using revenue from its capital improvement sales tax and transportation impact fees. This funding will cover construction costs for the half-mile corridor, representing a strategic, high-impact investment in local infrastructure.

3.3. SPECIAL CONDITIONS & PROVISIONS:

- 3.3.1 Non-Mandatory Pre-Bid Meeting:** Prospective bidders are encouraged to attend a non-mandatory pre-bid meeting on Tuesday, January 20, 2026 at 2:00 PM. Meeting location shall be in the City Hall Auditorium, located at 250 North 5th St., Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:

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

- 3.3.3 Project Manager:** The Project Manager for the Project is William Comerer, Project Engineer, who can be reached at (970) 244-1417. During Construction, all notices,

letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Engineering & Transportation
Attn: William Comerer, Project Engineer
244 N. 7th St
Grand Junction, CO 81501

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

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

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

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

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

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

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

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

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

3.3.9 Time of Completion: The scheduled time of Completion for the Project is **180 Calendar Days** from the starting date specified in the Notice to Proceed.

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

3.3.10 Working Days and Hours: The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:
All Work shall be performed between the hours of 7:00 AM to 5:00 PM, Monday through Friday.

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

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

CDPHE COR400000 Construction Stormwater Discharge Permit: The City of Grand Junction will obtain the Construction Stormwater Discharge Permit and then transfer the permit to the Contractor before the start of the Project.

Mesa County Construction Stormwater Permit: The City of Grand Junction will obtain the Stormwater Permit and then transfer the permit to the Contractor before the start of the Project.

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

City of Grand Junction Construction Within the Right-Of-Way Permit (No permit fee).

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

Bid items noted as "Install Only".

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

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

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

- 3.3.16 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.
- 3.3.17 Stockpiling Materials and Equipment:** All stockpiling/storage shall be in accordance with General Contract Condition Section 51.
- 3.3.18 Traffic Control:** The Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two days prior to the pre-construction meeting.
- 3.3.19 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.
- 3.3.20 Quality Control Testing:** Contractor shall perform Quality Control (QC) testing. The City will perform necessary Quality Assurance (QA) testing.
- 3.3.21 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:
- Traffic Control Plans
 - Project Schedule – Submitted at or prior to the pre-construction meeting
 - List of contacts for Contractor and any Sub-Contractors
 - All submittals required by the Project Special Provisions, Standard Special Provisions, and 2025 CDOT Standard Specifications for Road and Bridge Construction.
- 3.3.22 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings can possibly be encountered on this Project. The location of radioactive mill tailings is unknown. A pay item for the removal and disposal of radioactive mill tailings has been provided based on an estimated quantity. If mill tailings are encountered, the Contractor will be required to remove the tailings from the trench and haul the tailings to the mill tailings disposal site at City Shops located at 333 West Ave. Consult with Project Engineer prior to removing and hauling to disposal site.
- 3.3.23 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with this Project.
- 3.3.24 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.

3.3.25 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 Subsurface Utility Engineering (SUE) Plans 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.

The Work requires full cooperation between the Contractor and the utility owners in conducting their respective operations so the utility relocation work can be completed with minimum delay to all parties concerned.

The Contractor shall meet with each utility owner impacted by the Work a minimum of thirty (30) 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.

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

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

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

- None

3.3.29 Existing Concrete Sidewalks, Pans, Fillets, Curbs, and Gutters: The existing sidewalks, pans, fillets, curbs, and gutters are in good serviceable condition. In most instances, the installation of new sidewalk and pavement will be adjacent to existing concrete. The Contractor will need to protect all concrete adjacent to construction. If

the concrete is damaged during construction, the Contractor will be responsible for its replacement at no cost to the City. The Contractor, the City Project Inspector, and/or the City Project Manager will walk and record any concrete that is deemed to be damaged before construction has started.

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

3.3.31 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
- 3A. Sewer Pipe and Manholes

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

3.3.32 Project Meetings: The Contractor and the City shall conduct meetings on-site (or at another mutually agreed upon location) 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. The Contractor shall provide an updated Project schedule at each meeting.

3.3.33 "As-Built" Drawings: As-Built record information will be provided to City staff for approval prior to Final Acceptance of the Project. Information to be provided must be in electronic format (e.g., AutoCAD and/or survey files) along with a PDF set of As-Built drawings, signed and sealed by a Colorado Licensed Professional Land Surveyor in accordance with CRS §12-120-316. As-Built electronic files must contain information suitable for the City to maintain Utility records to the standards set forth in the Colorado 811 One Call/Subsurface Utility Law 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 38-22).

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

The cost for “As-Built” surveying, data, and drawings shall be incidental to the Project cost, and will not be paid for separately.

3.4 SCOPE OF WORK: See Statement of Work and Project Description (Section 3).

3.5 Attachments: Click Links for Access

A: [CDOT Project Special Provisions](#)

B: [Project Plan Set](#)

C: [Geotechnical Report](#)

D: [Right-of-Way Plans](#)

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.

****City of Grand Junction Forms**

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

****CDOT Forms**

- Form 604: Statement of Residency for Bid Preference
- Form 606: Anti Collusion Affidavit

****The apparent low bidder must submit the CDOT forms listed below by 4:30 PM on the 5th calendar day following bid opening:**

- Form 605: Contractors Performance Capability Statement
- Form 621: Assignment of Antitrust Claims

3.7 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on	January 13, 2026
Non-Mandatory Pre-Bid Meeting	January 20, 2026, 2:00 PM
Pre-Qualification Application Deadline	January 26, 2026, 5:00 PM
Inquiry deadline, no questions after this date	January 26, 2026, 5:00 PM
Addendum Posted	January 28, 2026
Submittal deadline for bids	February 9, 2026, 2:00 PM
City Council Approval	March 4, 2026
Notice of Award & Contract execution	Pending CDOT Concurrence and NTP for Award
Bonding & Insurance Cert due	7 Days after Notice of Award and Contract Execution
Preconstruction meeting	TBD
Work begins no later than	Receipt of Notice to Proceed
Final Completion	180 Calendar Days from Notice to Proceed

Holidays: (City Observed)

Martin Luther King Day

Presidents' Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving

Christmas

January 19, 2026

February 16, 2026

May 25, 2026

June 19, 2026

July 3, 2026

September 7, 2026

November 11, 2026

November 26 & 27, 2026

December 25, 2026

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5805-26-DD "Crosby Avenue Improvement Project"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ Address _____

City _____ State _____ Zip _____

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

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

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

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

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

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

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

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

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

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

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

Final / Bid Schedule: 25359 - Crosby Avenue Multimodal Improvements

Item No.	CDOT Bid Item Code	Description	Quantity	Units	Unit Price	Total Price
1	201-00000	CLEARING AND GRUBBING		Lump Sum	---	\$ _____
2	202-00002	REMOVAL OF INLET TYPE R (SEE PLAN FOR DIMENSIONS)	1.	EA	\$ _____	\$ _____
3	202-00010	REMOVAL OF TREE	2.	EA	\$ _____	\$ _____
4	202-00019	REMOVAL OF INLET	2.	EA	\$ _____	\$ _____
5	202-00034	REMOVAL OF VALVE / CLEANOUT COVER AND BOX	2.	EA	\$ _____	\$ _____
6	202-00035	REMOVAL OF PIPE	107.	LF	\$ _____	\$ _____
7	202-00201	REMOVAL OF CURB	59.	LF	\$ _____	\$ _____
8	202-00201	REMOVAL OF CONCRETE PAVEMENT	51.	SY	\$ _____	\$ _____
9	202-00202	REMOVAL OF GUTTER	88.	LF	\$ _____	\$ _____
10	202-00203	REMOVAL OF CURB AND GUTTER	1,090.	LF	\$ _____	\$ _____
11	202-00204	REMOVAL OF CURB, GUTTER AND SIDEWALK	1,776.	LF	\$ _____	\$ _____
12	202-00206	REMOVAL OF CONCRETE CURB RAMP	67.	SY	\$ _____	\$ _____
13	202-00240	REMOVAL OF ASPHALT MAT (PLANING) (2 INCH DEPTH) (INCLUDES HAULING MILLINGS TO 2620 LEGACY WAY, GRAND JUNCTION, CO)	487.	SY	\$ _____	\$ _____
14	202-00240	REMOVAL OF ASPHALT MAT (PLANING) (FULL DEPTH) (INCLUDES HAULING MILLINGS TO 2620 LEGACY WAY, GRAND JUNCTION, CO)	10,042.	SY	\$ _____	\$ _____
15	202-04060	DUST ABATEMENT		Lump Sum	---	\$ _____
16	202-00810	REMOVAL OF GROUND SIGN	5.	EA	\$ _____	\$ _____
17	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	14,189.	CY	\$ _____	\$ _____
18	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	1,005.	CY	\$ _____	\$ _____
19	203-00100	MUCK EXCAVATION	110.	CY	\$ _____	\$ _____
20	203-01597	POTHOLING	20.	HR	\$ _____	\$ _____
21	208-00046	PRE-FABRICATED CONCRETE WASHOUT STRUCTURE (TYPE 1)	1.	EA	\$ _____	\$ _____
22	208-00051	STORM DRAIN INLET PROTECTION (TYPE 1)	60.	LF	\$ _____	\$ _____
23	208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	2.	EA	\$ _____	\$ _____
24	208-00075	PRE-FABRICATED VEHICLE TRACKING PAD	2.	EA	\$ _____	\$ _____
25	208-00106	SWEEPING (SEDIMENT REMOVAL) (AS DIRECTED BY ENGINEER)	80.	HR	\$ _____	\$ _____
26	208-00107	REMOVAL OF TRASH (AS DIRECTED BY ENGINEER)	80.	HR	\$ _____	\$ _____
27	208-00207	EROSION CONTROL MANAGEMENT (ECM)	180.	DAY	\$ _____	\$ _____
28	208-00300	TEMPORARY BERM	150.	LF	\$ _____	\$ _____
29	210-00010	RESET MAILBOX STRUCTURE	1.	EA	\$ _____	\$ _____
30	210-00020	ADJUST CLEANOUT / PROVIDE VALVE BOX AND COVER	1.	EA	\$ _____	\$ _____
31	210-00035	RESET WATER METER	1.	EA	\$ _____	\$ _____
32	210-00036	ADJUST BACKFLOW PREVENTER ASSEMBLY / PROVIDE MANHOLE COVER	1.	EA	\$ _____	\$ _____
33	210-00064	RESET MONUMENT	4.	EA	\$ _____	\$ _____
34	210-00420	RESET TIMBERS (INCLUDES REPLACEMENT OF ROTTEN TIMBERS)		Lump Sum	---	\$ _____
35	210-00810	RESET GROUND SIGN	10.	EA	\$ _____	\$ _____
36	210-04010	ADJUST / MODIFY MANHOLE	24.	EA	\$ _____	\$ _____
37	210-04016	REMOVE AND REPLACE MANHOLE D2-252-026 IN-KIND (COMPLETE IN PLACE) (INCLUDES CONNECTION TO PIPES)	1.	EA	\$ _____	\$ _____

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Item No.	CDOT Bid Item Code	Description	Quantity	Units	Unit Price	Total Price
38	210-04017	TEMPORARY SANITARY SEWER BYPASS FOR MANHOLE D2-252-026 RELOCATION (COMPLETE IN PLACE)	5.	DAY	\$ _____	\$ _____
39	210-04050	ADJUST VALVE BOX	39.	EA	\$ _____	\$ _____
40	211-03005	DEWATERING	21.	DAY	\$ _____	\$ _____
41	212-00090	COMPOST	0.4	AC	\$ _____	\$ _____
42	213-00065	ROCK MULCH (D, LA SAL PURPLE)	2.4	CY	\$ _____	\$ _____
43	213-00067	ROCK MULCH (A, 1-1/2" TAN GRANITE)	3,101.	SF	\$ _____	\$ _____
44	213-00068	ROCK MULCH (B, 1" TAN GRANITE)	1,146.	SF	\$ _____	\$ _____
45	213-00069	ROCK MULCH (C, 3/4" WASHED GRAY)	2,855.	SF	\$ _____	\$ _____
46	213-00705	LANDSCAPE BOULDER	66.	EA	\$ _____	\$ _____
47	214-00220	DECIDUOUS TREE (2 INCH CALIPER)	8.	EA	\$ _____	\$ _____
48	214-00350	DECIDUOUS SHRUBS (#5 CONTAINER)	92.	EA	\$ _____	\$ _____
49	214-00604	EVERGREEN SHRUBS (#5 CONTAINER)	26.	EA	\$ _____	\$ _____
50	214-01706	PERENNIALS/ORNAMENTAL GRASSES (#1 CONTAINER)	115.	EA	\$ _____	\$ _____
51	217-00000	HERBICIDE TREATMENT	2,210.	SY	\$ _____	\$ _____
52	240-00000	WILDLIFE BIOLOGIST	20.	HR	\$ _____	\$ _____
53	250-00010	ENVIRONMENTAL HEALTH AND SAFETY MANAGEMENT	Lump Sum		---	\$ _____
54	250-00050	MONITORING TECHNICIAN	20.	HR	\$ _____	\$ _____
55	250-00110	HEALTH AND SAFETY OFFICER	20.	HR	\$ _____	\$ _____
56	250-00224	HAZARDOUS WASTE DISPOSAL (RADIOACTIVE)	40.	CY	\$ _____	\$ _____
57	304-02000	AGGREGATE BASE COURSE (CLASS 2)	6,531.	TON	\$ _____	\$ _____
58	304-03000	AGGREGATE BASE COURSE (CLASS 3) (SUBGRADE STABILIZATION)	3,322.	TON	\$ _____	\$ _____
59	304-06000	AGGREGATE BASE COURSE (CLASS 6)	7,052.	TON	\$ _____	\$ _____
60	306-01000	RECONDITIONING (6")	17,630.	SY	\$ _____	\$ _____
61	403-34741	HOT MIX ASPHALT (GRADING SX) (75) (PG 64-22)	3,101.	TON	\$ _____	\$ _____
62	412-00900	CONCRETE PAVEMENT (CLASS P) (9 INCH)	287.	SY	\$ _____	\$ _____
63	420-00132	GEOTEXTILE (SEPARATOR) (CLASS 1) (WOVEN) (SUBGRADE STABILIZATION)	5,575.	SY	\$ _____	\$ _____
64	506-00207	RIP RAP (6 INCH)	4.	TON	\$ _____	\$ _____
65	603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	200.	LF	\$ _____	\$ _____
66	603-50026	24 INCH PLASTIC PIPE (COMPLETE IN PLACE)	20.	LF	\$ _____	\$ _____
67	604-19411	MODIFY INLET TYPE R (D3-252-084) (SPECIAL)	1.	EA	\$ _____	\$ _____
68	604-19415	INLET TYPE R (15 FOOT) (SPECIAL) (COMPLETE IN PLACE)	1.	EA	\$ _____	\$ _____
69	607-11525	FENCE (PLASTIC)	150.	LF	\$ _____	\$ _____
70	608-00006	CONCRETE SIDEWALK (6" THICK)	1,677.	SY	\$ _____	\$ _____
71	608-00010	CONCRETE CURB RAMP	230.	SY	\$ _____	\$ _____
72	608-10000	SIDEWALK CHANNEL (SPECIAL)	10.	LF	\$ _____	\$ _____
73	609-20010	CURB TYPE 2 (SECTION B)	38.	LF	\$ _____	\$ _____
74	609-21013	CURB AND GUTTER TYPE 2 (SECTION IM) (SPECIAL)	40.	LF	\$ _____	\$ _____
75	609-21023	CURB AND GUTTER TYPE 2 (SECTION IB) (SPECIAL)	4,599.	LF	\$ _____	\$ _____

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Item No.	CDOT Bid Item Code	Description	Quantity	Units	Unit Price	Total Price
76	609-22030	MONOLITHIC CURB, GUTTER AND SIDEWALK TYPE 2 (SECTION IB) (WIDTH = 7 FEET)	94.	LF	\$ _____	\$ _____
77	609-22031	MONOLITHIC CURB, GUTTER AND SIDEWALK TYPE 2 (SECTION IB) (WIDTH = 9.5 FEET)	258.	LF	\$ _____	\$ _____
78	609-22032	MONOLITHIC CURB, GUTTER AND SIDEWALK TYPE 2 (SECTION IB) (WIDTH = 10 FEET)	748.	LF	\$ _____	\$ _____
79	609-22033	MONOLITHIC CURB, GUTTER AND SIDEWALK TYPE 2 (SECTION IB) (WIDTH = 11.5 FEET)	284.	LF	\$ _____	\$ _____
80	609-22034	MONOLITHIC CURB, GUTTER AND SIDEWALK TYPE 2 (SECTION IB) (WIDTH = 13.5 FEET)	64.	LF	\$ _____	\$ _____
81	609-24006	GUTTER TYPE 2 (SPECIAL)	104.	LF	\$ _____	\$ _____
82	613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC) (FOR ELECTRICAL) (INCLUDES SWEEPS AND FITTINGS)	3,707.	LF	\$ _____	\$ _____
83	613-07001	TYPE 2 PULL BOX (ELECTRICAL)	40.	EA	\$ _____	\$ _____
84	613-10000	WIRING	Lump Sum		---	\$ _____
85	613-30001	LIGHT STANDARD AND LUMINAIRE SINGLE (PEDESTRIAN) (INSTALL ONLY)	35.	EA	\$ _____	\$ _____
86	613-30002	LIGHT STANDARD AND LUMINAIRE SINGLE (WALL PACK, PEDESTRIAN) (INSTALL ONLY)	2.	EA	\$ _____	\$ _____
87	613-40012	LIGHT STANDARD FOUNDATION (PEDESTRIAN) (SPECIAL)	35.	EA	\$ _____	\$ _____
88	613-50106	LIGHTING CONTROL CENTER (SPECIAL)	2.	EA	\$ _____	\$ _____
89	614-00011	SIGN PANEL (CLASS I)	39.	SF	\$ _____	\$ _____
90	614-00201	STEEL SIGNPOST (3# / FOOT U-CHANNEL) (SPECIAL)	60.	LF	\$ _____	\$ _____
91	620-00020	SANITARY FACILITY	1.	EA	\$ _____	\$ _____
92	623-00090	PIPE TRANSITION POINT ABOVE GRADE (PVC TO DRIP)	12.	EA	\$ _____	\$ _____
93	623-00162	DRIP EMITTER TUBING (3/4")	1,580.	LF	\$ _____	\$ _____
94	623-00164	DRIP EMITTER (A)	457.	EA	\$ _____	\$ _____
95	623-00167	DRIP EMITTER (B)	74.	EA	\$ _____	\$ _____
96	623-00169	DRIP EMITTER (C) (TREE RING)	8.	EA	\$ _____	\$ _____
97	623-00186	3/4 INCH FLUSH UNIT	16.	EA	\$ _____	\$ _____
98	623-00600	1-1/2" PLASTIC PIPE (MAINLINE)	1,300.	LF	\$ _____	\$ _____
99	623-00601	1" PLASTIC PIPE (LATERALS)	1,540.	LF	\$ _____	\$ _____
100	623-00604	4" PLASTIC PIPE (IRRIGATION/SLEEVE)	160.	LF	\$ _____	\$ _____
101	623-01706	1-1/2 INCH BACKFLOW PREVENTER	1.	EA	\$ _____	\$ _____
102	623-02006	3/4 INCH DRAIN VALVE	1.	EA	\$ _____	\$ _____
103	623-03106	1 INCH AUTOMATIC CONTROL VALVE	3.	EA	\$ _____	\$ _____
104	623-04000	2 WIRE CONTROL WIRE	640.	LF	\$ _____	\$ _____
105	623-04001	DECODER	4.	EA	\$ _____	\$ _____
106	623-04002	POWER SOURCE WIRE	20.	LF	\$ _____	\$ _____
107	623-04003	SURGE PROTECTION DEVICE (2 WIRE PATH)	4.	EA	\$ _____	\$ _____
108	623-04006	3/4" QUICK COUPLER	5.	EA	\$ _____	\$ _____
109	623-05012	1-1/2 INCH GATE VALVE (ISOLATION VALVE)	2.	EA	\$ _____	\$ _____
110	623-07600	FLOW SENSOR - (NETAFIM HYDROMETER)	1.	EA	\$ _____	\$ _____
111	623-08160	60 STATION AUTOMATIC CONTROLLER	1.	EA	\$ _____	\$ _____

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Item No.	CDOT Bid Item Code	Description	Quantity	Units	Unit Price	Total Price
112	623-08210	AUTOMATIC CONTROLLER TRANSMITTER/RECEIVER UNIT	1.	EA	\$ _____	\$ _____
113	624-00001	CONNECTING BAND (COMPLETE IN PLACE)	3.	EA	\$ _____	\$ _____
114	624-29019	18 INCH DRAINAGE PIPE (CLASS 9) (COMPLETE IN PLACE)	20.	LF	\$ _____	\$ _____
115	624-29055	54 INCH DRAINAGE PIPE (CLASS 9) (COMPLETE IN PLACE)	120.	LF	\$ _____	\$ _____
116	624-90000	PIPE ENCASEMENT (SPECIAL)	100.	LF	\$ _____	\$ _____
117	625-00000	CONSTRUCTION SURVEYING	Lump Sum		- - -	\$ _____
118	626-00000	MOBILIZATION	Lump Sum		- - -	\$ _____
119	627-00002	THERMOPLASTIC PAVEMENT MARKING (GREEN PAVEMENT MARKING) (INCLUDES WHITE LINE EDGES)	298.	SF	\$ _____	\$ _____
120	627-00013	PAVEMENT MARKING PAINT (HIGH BUILD) (TWO COATS)	137.	GAL	\$ _____	\$ _____
121	627-30407	THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL) (SPECIAL)	104.	SF	\$ _____	\$ _____
122	627-30411	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP LINE) (SPECIAL)	162.	SF	\$ _____	\$ _____
123	630-00000	FLAGGING	40.	HR	\$ _____	\$ _____
124	630-00007	TRAFFIC CONTROL INSPECTION	50.	DAY	\$ _____	\$ _____
125	630-00012	TRAFFIC CONTROL MANAGEMENT	130.	DAY	\$ _____	\$ _____
126	630-00016	TRAFFIC CONTROL PLAN (SPECIAL)	Lump Sum		- - -	\$ _____
127	630-80336	BARRICADE (TYPE 3 M-B) (TEMPORARY)	11.	EA	\$ _____	\$ _____
128	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	14.	EA	\$ _____	\$ _____
129	630-80355	PORTABLE MESSAGE SIGN PANEL	2.	EA	\$ _____	\$ _____
130	630-80360	DRUM CHANNELIZING DEVICE	12.	EA	\$ _____	\$ _____
131	630-80364	DRUM CHANNELIZING DEVICE (WITH LIGHT) (STEADY)	17.	EA	\$ _____	\$ _____
132	700-70010	F/A MINOR CONTRACT REVISIONS	1.	F A	- - -	\$ <u>75,000.00</u>
133	700-70012	F/A ASPHALT PAVEMENT INCENTIVE	1.	F A	\$ +6% of #61	\$ _____
Bid Amount:					\$ _____	

Bid Amount:

dollars

Colorado Department of Transportation

Statement of Residency for Bid Preference – Form 604

Instructions: Form to be completed by an authorized agent or Officer for the bidder/Contractor submitting a bid for the Colorado Department of Transportation (CDOT) Project identified below.

Project Number: _____

A Resident Bidder is a person, partnership, corporation, or joint venture which is authorized to transact business in Colorado and which maintains its principal place of business in Colorado; or is a person, partnership, corporation, or joint venture which is authorized to transact business in Colorado, which maintains a place of business in Colorado, and which has paid Colorado unemployment compensation in at least seventy-five percent of the eight quarters immediately prior to bidding on a construction contract for a public project.

As a precondition to the award of a contract by the Colorado Department of Transportation for the construction of the above listed project, I do here certify that the company named below is either a Resident or Nonresident Bidder. Check one of the boxes below to indicate Resident or Nonresident Bidder.

Resident Bidder Nonresident Bidder

If you indicated your company is a Nonresident Bidder, please complete the following:

1. Name the State or foreign country of residency: _____
2. Does the State or foreign country have a bidding preference for resident bidders on public projects? Check the box below to indicate yes or no.
Yes No

If the answer to the above question is yes, identify the percentage preference here: _____

Signature Declaration: I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Contractor Company Name

Second Company Name if Joint Venture

By

By

Title

Title

Date

Date

Colorado Department of Transportation

Anti Collusion Affidavit – Form 606

Instructions: Form to be completed by an authorized agent or Officer for the bidder/Contractor submitting a bid for the Colorado Department of Transportation Project identified below.

Project Number: _____

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on their behalf and on behalf of my firm. I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.
3. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.
4. No attempt has been made to solicit, cause, or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or noncompetitive bid or other form of complementary bid.
5. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive, or other form of complementary bid on this project.
6. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive, or other form of complementary bid.
7. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.
8. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive, or other form of complementary bid, or agreeing or promising to do so, on this project.
9. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.
10. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from the Colorado Department of Transportation, of the true facts relating to submission of bids for this contract.

Signature Declaration: I declare under penalty of perjury in the second degree, and any other applicable state or federal laws, that the statements made on this document are true and complete to the best of my knowledge.

Contractor Company Name

Second Company Name if Joint Venture

By

By

Title

Title

Date

Date

Colorado Department of Transportation
Contractors Performance Capability Statement – Form 605

Instructions: Form to be completed by an authorized agent or Officer of the successful bidder/Contractor selected for award in accordance with the Colorado Department of Transportation’s Bid Rules. Attach additional pages as needed if more space is required to complete the form.

Project Number: _____

Partnerships or Joint Ventures: List the names of any partnerships or joint ventures in the area below or put a check mark in the box for none.

None

[Empty box for Partnerships or Joint Ventures]

Performance Capability: For each item below identify decreases in the Contractor’s fiscal or workmanship qualifications compared to the last prequalification application submitted to the Colorado Department of Transportation. If there are no changes/decreases, put a check mark in each box for none as applicable.

- Key Personnel Changes - None
Key Equipment Changes - None
Fiscal Capability Changes - None
Other Changes Affecting Ability to Perform Work - None

[Empty box for Performance Capability details]

Signature Declaration: I declare under penalty of perjury in the second degree, and any other applicable State or Federal laws, that the statements made on this document are true and correct to the best of my knowledge.

Contractor Company Name

Second Company Name if Joint Venture

By

By

Title

Title

Date

Date

Colorado Department of Transportation

Assignment of Antitrust Claims – Form 621

Instructions: Form to be completed by an authorized agent or Officer of the successful bidder/Contractor selected for award of the Colorado Department of Transportation (CDOT) Project identified below.

Project Number: _____

Contractor and CDOT recognize that in actual economic practice antitrust violations ultimately impact on CDOT. Contractor hereby agrees to the following assignment of antitrust claim provisions for the executed construction Contract for the project:

1. Contractor hereby irrevocably assigns to CDOT all claims it may now have or which may hereafter accrue to it under federal or state antitrust laws in connection with the project, goods or services purchased or acquired by CDOT pursuant to the executed construction Contract.
2. Contractor hereby expressly agrees:
 - A. Upon becoming aware that a third party has commenced a civil action asserting on Contractor's behalf and antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
 - i. Such third party that the antitrust claim has been assigned to CDOT, and
 - ii. CDOT that such civil action is pending and of the date on which, in accordance with subparagraph A.(i) above, Contractor notified such third party that the antitrust claim had been assigned to CDOT.
 - B. To take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder.
 - C. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on Contractor's behalf by any third party and which claim has been assigned to CDOT hereunder.
3. Further, Contractor agrees that in the event it hires one or more subcontractors to perform any of its duties under the executed construction Contract, Contractor shall require that each subcontractor do the following:
 - A. Irrevocably assign to CDOT as a third party beneficiary all claims that such subcontractor may have or which may thereafter accrue to the subcontractor under federal and state antitrust laws in connection with any goods or services provided by the subcontractor in carrying out the subcontractor's obligations to the Contractor.
 - B. Upon becoming aware that a third party has commenced a civil action asserting on subcontractor's behalf and antitrust claim which has been assigned to CDOT hereunder, Contractor shall immediately advise in writing:
 - i. Such third party that the antitrust claim has been assigned to CDOT, and
 - ii. Contractor and CDOT that such civil action is pending and of the date on which, in accordance with subparagraph B(i) above, subcontractor notified such third party that the antitrust claim had been assigned to CDOT.
 - C. Take no action which will in any way diminish the value of the claims or rights assigned or dedicated to CDOT hereunder.
 - D. Promptly to pay over to CDOT its proper share of any payment under an antitrust claim brought on subcontractor's behalf by any third party and which claim has been assigned or dedicated to CDOT pursuant hereto.

Signature Declaration: Acting in my capacity as an authorized agent or Officer for the Contractor do hereby agree to the above assignment of antitrust claim provisions.

Contractor Company Name

Second Company Name if Joint Venture

By

By

Title

Title

Date

Date