CITY OF Grand Junction COLORADO

Please send the invoice for this order to the address shown. Failure to use our order number on any documentation pertaining to this order may result in return of shipment or delayed payment.

Supplier:

United Companies
2273 River Road
Grand Junction, CO 81505

Ship To:

244 N 7th St
GRAND JUNCTION, CO 81501
UNITED STATES

Bill To:

City Hall
250 N 5th St
GRAND JUNCTION, CO 81501
UNITED STATES

SUPPLIER #: 10248
FAX#:
EMAIL:

Order Number	Order Date
GJPO101995	10/08/2026

SOLICITATION #: NOTES: Award IFB-5976-26-DD	2026 CSM - OVERLAYS

Tax Terms			*For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592* *All Library Purchases are Tax Exempt - Tax ID 98-03544*		
Requestor gailh@gjcity.org			Phone 1-970-256-4082	Net Terms Net 30	Date Required 09/28/2026
QUANTITY	**UNIT**	**ITEM**	**DESCRIPTION**	**UNIT PRICE**	**EXTENDED PRICE**
			2026 CSM - OVERLAYS		628,122.88
				Total	628,122.88

Approved: Sally Daniels

For Purchase Order Terms and Conditions, please visit www.gjcity.org, and select the Purchasing Division information page

Docusign Envelope ID: 3396CA4A-7AC5-8428-800F-124E6363CB8F

CITY OF Grand Junction COLORADO

NOTICE TO PROCEED

Date: October 20, 2026

Contractor: Oldcastle SW Group, Inc. dba United Companies

Project: 2026 Contract Street Maintenance – Mill and Overlays (IFB-5976-26-DD)

In accordance with the Contract dated October 8, 2026, the Contractor is hereby notified to begin work on the Project on or before October 26, 2026.

The date of final completion is November 30, 2026.

CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Oldcastle SW Group, Inc. dba United Companies

By: Signed by: Kyle Alpha B3752CF41F9A4F1...

Print Name: Kyle Alpha

Title: Vice President/G.M.

Date: 10/20/2026

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

CITY OF GRAND JUNCTION, COLORADO

****

CONTRACT

This CONTRACT made and entered into this **8th day of October, 2026** by and between the **City of Grand Junction, Colorado,** a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Oldcastle SW Group, Inc. dba United Companies.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **2026 Contract Street Maintenance – Mill and Overlays (IFB-5976-26-DD).**

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Solicitation Documents for the Project; **2026 Contract Street Maintenance – Mill and Overlays (IFB-5976-26-DD)**
- Notice of Award
- Contractor's Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, **the Amount of Six Hundred, Twenty-Eight Thousand, One Hundred, Twenty-Two and 88/100 Dollars ($628,122.88)**. If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as

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

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

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

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: DocuSigned by: Duane Hoff Jr., Contract Administrator – City of Grand Junction _____
9F789E7D50F14BC...
Duane Hoff, Jr., Contract Administrator Date

Oldcastle SW Group, Inc. dba United Companies.

By: Signed by: Kyle Alpha _____ 10/8/2026
B3752CF41F9A4F1...
Kyle Alpha, President Date

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Purchasing Division

Invitation for Bid

IFB-5976-26-DD

2026 Contract Street Maintenance Mill and Overlays

Responses Due:

September 21, 2026, Prior to 2:00 PM

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

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

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

Purchasing Representative:
Dolly Daniels, Senior Buyer
dollyd@gjcity.org
970-256-4048

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Invitation for Bids

Table of Contents

Section 1.0. Administrative Information and Instructions 3

Section 2.0. General Contract Terms and Conditions..... 8

Section 3.0: Specifications and Special Conditions and Provisions..... 21

Section 4.0: Supplier's Bid Form……42
Price Bid Schedule…….44

Attachments:
A: Project Areas

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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.

1.2 Required Review: The Offeror is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).

1.3 Issuing Office: This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Dolly Daniels; Senior Buyer
dollyd@gjcity.org

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

1.4 Non-Mandatory Pre-Bid Meeting: Prospective bidders are encouraged to attend a non-mandatory pre-bid meeting on Wednesday, September 2, 2026, at 9:00 AM. Meeting location shall be in the City Hall Auditorium, located at 250 North 5th St., Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

1.5 Purpose: The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required (except those listed in Section 3.3.12) to perform 2.0 inch mill and overlay on sections of Hermosa Ave., Bonito Ave., N 13th St., N 14th St., Bass St., 27.5 Rd, B.25 Rd, and Ridge Dr. Approximately 22,650 SY of plane milling, 2,500 Tons of Hot Mix Asphalt (SX 75, 64-22), and associated traffic control and valve/manhole adjustments. 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*

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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: All Offerors, by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.

1.9 Procurement Process: The most current version of the City of Grand Junction Purchasing Policy and Procedure Manual is contacting.

1.10 Submission: ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website. (wwwbidnetdirect.com/colorado). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals.*** *(Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "**Electronic Vendor Registration Guide"** at https://co-grandjunction.civicplus.com/501/Purchasing-Bids for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If the website or other problems arise during response submission, the vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline **800-835-4603**).

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

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

Bid Opening 2026 Contract Street Maintenance Mill and Overlays IFB-5976-26-DD
Sep 21, 2026, 2:00 – 2:30 PM (America/Denver)
Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/686937413
You can also dial in using your phone.
Access Code: 686-937-413
United States: **+1 (571) 317-3122**
Join from a video-conferencing room or system.
Meeting ID: 686-937-413
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 686937413@67.217.95.2 or 67.217.95.2##686937413
Get the app now and be ready when your first meeting starts:
https://meet.goto.com/install

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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, telephonic, emailed, 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*.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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 Bidder 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 relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Agent, in writing, in ample time, prior to the inquiry deadline.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among Offerors. The Owner may, or may not, accept future bids for the same Work or commodities from participants in such collusion.

1.25 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:

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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

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 equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.

2.2 The Work: The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

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

2.4 The Owner: The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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 Contractor. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

(b) General Liability insurance with minimum limits of:

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

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

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

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

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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 Contact 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,

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.

2.28. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

2.29. Changes in the Work: The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.

2.30. Claims for Additional Cost or Time: If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.

2.31. Minor Changes in the Work: The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.

2.32. Field Orders: The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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/County employee shall have interest in any Contract resulting from this Invitation for Bid.

2.39 Contract Termination: This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30 days past notification.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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 Contract 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.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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 a response to this Invitation For Bid are the responsibility of the Offeror and cannot be charged to the Owner.

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

2.58. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).

2.59. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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

3.2. PROJECT DESCRIPTION: The City of Grand Junction is solicitating competitive bids from qualified and interested Contractors for all labor, equipment, and materials required (except for those listed in Section 3.3.13 and the Bid Schedule) to perform 2.0 inch mill and overlay on sections of Hermosa Ave., Bonito Ave., N 13th St., N 14th St., Bass St.,

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

27.5 Rd, B.25 Rd, and Ridge Dr. Approximately 22,650 SY of plane milling, 2,500 Tons of Hot Mix Asphalt (SX 75, 64-22), and associated traffic control and valve/manhole adjustments.

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 Wednesday, September 2, 2026, at 9:00 AM**. Meeting location shall be in the City Hall Auditorium, located at 250 North 5th St., Grand Junction CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 QUESTIONS REGUARDING SOLICIATION PROCESS/SCOPE OF WORK:

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

3.3.3 **Project Manager:** The Project Manager for the Project is Eric Rink, Project Engineer, who can be reached at (970) 244-1585 or ericr@gjcity.org. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Engineering and Transportation
Attn: Eric Rink, Project Engineer
244 North 7th Street
Grand Junction, CO 81501

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

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

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

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

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

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

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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 1.14, (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 **30 Calendar Days** from the starting date specified in the Notice to Proceed.

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

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

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

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

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

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

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

- None

3.3.14 Traffic Control: The Contractor shall provide and maintain traffic control in accordance with an approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

reviewed by the City at least 2 days prior to the start of work such that adequate notices can be provided to the traveling public.

Traffic control will be paid as lump sum and shall include all associated signs, cones, traffic control supervisor, assistant to the traffic control supervisor, set up and tear down.

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

3.3.16 Project Newsletters: The City PIO will assist with making announcements on City media sources.

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.

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

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

3.3.19 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: Acceptance testing to be conducted by the City's geotechnical firm. All QC testing is to be conducted by the Contractor as specified in standard contract documents.

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

- Traffic Control Plan
- Project Schedule
- Asphalt Mix Design

3.3.22 Uranium Mill Tailings: It is anticipated that uranium mill tailings will not be encountered with this Project.

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.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

3.3.25 Existing Utilities and Structures: No potholing was conducted during the design. It is not anticipated to encounter any underground utilities during construction. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Conditions Section 37.

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 surveys.

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 Special Equipment: Auger extensions shall be used when the screen is extended to a width greater than two feet beyond the auger. The auger extensions shall be installed to ensure a constant head of material.

3.3.31 Asphalt Paper Joints: The Contractor shall install asphalt paper joints at all locations where milling the roadway creates a vertical edge greater than 1" in height in the direction of travel. The paper joints shall be installed immediately following milling operations. **In the event the paper joints are not installed immediately following milling operations, the Contractor shall be subjected to a $500/day penalty at each unprotected joint location**. The asphalt used in the paper joint shall be removed prior to placing the overlay. The cost of the paper joints shall be included in the unit price for the asphalt items and will not be measured or paid for separately.

3.3.33 Tack Coat: Tack Coat will be required between the existing asphalt and the leveling asphalt, existing asphalt, and new overlay, and between leveling asphalt and new overlay asphalt. The tack coat shall meet the requirements of Section 407 of the *Standard Specifications for Road and Bridge Construction*, as modified herein. The cost of the tack coat will be considered incidental to the work and will not be paid for separately.

3.3.34 Milling at Drainage Inlets: When milling adjacent to inlets that have a concrete edge protruding into the street, it shall be the Contractor's responsibility to provide an approved marker or barricade to protect vehicle tires from damage until the overlay is

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

placed. **It shall be the Contractors responsibility to ensure millings, tack coat and/or HMA do not enter the storm drain system**.

3.3.35 Painted Lane Lines: The Contractor shall be responsible for recording the location of all existing striping and shall place longitudinal paving joints on or immediately adjacent to said striping. Any locations where striping will differ from existing locations are indicated on the project plans, and longitudinal paving joints shall be placed on or immediately adjacent to proposed striping locations.

3.3.36 Temporary Pavement Marking Tape: The Contractor shall be responsible for furnishing and placing temporary pavement marking tape in the event that existing stripes were removed during milling operation. The Contractor shall be responsible for furnishing and placing temporary pavement marking tape prior to the final roller pass. Pavement marking tape shall be placed on the seams of the new asphalt as determined by the record of existing striping or new striping locations per provided project plans. The cost of the marking tape and labor to install will be considered incidental to the work and will not be paid for separately.

3.3.37 Transverse Milling: Butt joints (Transverse Milling) shall be placed in all locations where new asphalt will be joined to existing pavement. The location and width of all butt joints will be designated by the Project Engineer or their representative.

3.3.38 Pavement Cross Slope: Each paving machine shall be equipped with a 4' carpenters' level. On those occasions when the paving foreman determines that an existing street has little or no cross slope, the Contractor shall advise the Engineer of his observations rather than overlaying the street as is. The Engineer or his representative will then determine how best to correct the inadequate cross slope.

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

- **2B Asphalt Paving**

3.4. SCOPE OF WORK: Perform 2.0-inch mill and overlay on sections of Hermosa Ave., Bonito Ave., N 13th St., N 14th St., Bass St., 27.5 Rd, B.25 Rd, and Ridge Dr. Approximately 22,650 SY of plane milling, 2,500 Tons of Hot Mix Asphalt (SX 75, 64-22), and associated traffic control and valve/manhole adjustments.

3.5. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:

The ***City of Grand Junction Standard Specifications for Road and Bridge Construction*** are hereby modified or supplemented for this Project by the following modifications to ***The Standard Specifications for Road and Bridge Construction***, State Department of Highways, Division of Highways, State of Colorado:

SP-1 SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 210.10, Adjust Structure, shall include the following:

(1) The following shall apply to adjusting manhole rings in traveled through lanes:

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

(a) Manholes shall be paved over during the overlay. Sand or paper will be used to prevent the asphalt from adhering to the manhole cover. After paving, the manhole ring shall be adjusted to grade by the use of concrete grade rings. The cut area around the manhole shall then be patched with Grading-SX, Hot Mix Asphalt to the same thickness as the adjacent pavement. When adjusting the manhole ring to match the cross slope of the street, the Contractor shall fill the space between the concrete grade ring and the cast iron ring with Rapid Road Repair or Engineer approve equal. In the event that grade rings are removed and or replaced as part of the adjustment the contractor shall fill the annular area below the uppermost grade ring with a self-consolidating media such as 3/4" washed rock or completely fill the area with Rapid Road Repair or Engineer approved equal.

(b) Manhole adjustment tolerance: all manholes adjusted as part of this project shall meet the following criteria: level with the adjacent asphalt or (–)1/4". Manholes set outside of this tolerance will be rejected.

(2) Valve boxes can be adjusted by the use of cast iron valve box extensions or by digging the valve box out after paving and raising the existing box. After adjusting the height of the valve box, the area around the valve box shall be filled with Grading-SX, Hot Mix Asphalt to the same thickness as the adjacent pavement. Water valve tolerance will be the same as section 1 b.

Subsection 202.12, shall include the following:

Locations of saw cuts shall be determined and directed by the Construction Inspector or the Engineer. Saw cuts shall be incidental to work.

SP-3 SECTION 401 – PLANT MIX PAVEMENTS - GENERAL

REVISION OF SECTION 401
PLANT MIX PAVEMENTS

Section 401 if the Standard Specifications are hereby revised for this project as follows:

401.01 Description.

Add the following:

This work shall consist of providing a Hot Mix Asphalt (HMA) to be placed as shown on the plans, or as directed by the Owner. The Contractor shall be responsible for Process Control (PC) of the HMA; including the design, and control of the quality of the material incorporated into the project.

401.02 Composition of Mixtures.

Delete subparagraph (a) *Mix Design* and replace with the following:

A Job Mix Formula (JMF) design shall be submitted for each mixture required, at least 10 calendar days prior to placing any mix on the project, for acceptance by the Owner. JMF's previously approved by CDOT within the past six months may be utilized. The JMF design shall be determined using AASHTO T-312 or CP-L 5115 for the Method of Mixture

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Design. Grading ST, SX, and S shall be designed using 100mm molds. The job mix gradation shall be wholly within the Master Range Table in subsection 703.04 before the tolerances shown in Section 401 are applied.

Designs shall be developed and performed in a materials laboratory that meets the requirements set forth by AASHTO Materials Reference Laboratory (AMRL) for all testing procedures. The design shall be stamped and signed by a Professional Engineer licensed in the State of Colorado. In addition, the Contractor shall submit, as part of the mixture design, laboratory data documents to verify the following:

- Gradation, specific gravity, source and description of individual aggregate and properties, and the final blend.
- Aggregate physical properties.
- Source and Grade of the Performance Graded Binder.
- Proposed Design Job Mix: aggregate and additive blending, final gradation, optimum binder content.
- Mixing and compaction temperatures used.
- Mixture properties shall be determined with a minimum of four binder contents.

The JMF for each mixture shall establish a single percentage of aggregate passing each required sieve size, a single percentage of asphalt cement to be added to the aggregate, and a single temperature for the mixture at the discharge point of the plant.

The Owner reserves the right to verify the asphalt supplier's mix design for each JMF design utilizing materials produced and stockpiled. The asphalt supplier shall provide, at no cost, a sufficient quantity of each aggregate, mineral filler, Recycled Asphalt Pavement (RAP), and additives for the required laboratory tests, as well as all Certificates of Conformance/ Compliance at any time on any material used. The Asphalt Supplier shall provide copies of quality control testing results during the production of HMA used within one business day from the sampling date.

Mixture design of HMA shall meet the requirements of Table 403-1 and Table 403-2 in the Revision to Section 403. For mixes requiring a design gyration of 100 (ESALs greater than 3 million) the Project Special Conditions should be used. This gyration is not recommended for the majority of roads within Mesa County.

Delete subparagraph *(b) Mixtures Furnished to the Project* and replace with the following:

Production verification shall occur prior to, or during, the start of the project. Volumetric properties of the mix shall be verified by LabCAT Level C Certified Technicians. If the mix was produced for another project within the last 90 days, data from that project can be submitted for verification. All mixtures furnished for the project shall conform within the ranges of tolerance listed in Table 401.02A. The mix verification test reports shall be submitted to the Owner prior to mix placement.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

TABLE 401.02A
Production Mix
Tolerances

Property	Tolerance
Asphalt Cement Content	± 0.3%
VMA	± 1.2%
Air Voids	± 1.2%

Verification testing for binder content, gradation and physical properties shall be performed at the frequencies listed in Table 401.23-1.

There shall be no substitutions of materials allowed during production, unless approved in advance by the Owner. All substitutions will require checkpoint verification. If the checkpoint differs from the Job Mix Formula (JMF), a new mix design will be required. Upon request of the Owner, the binder grade may be changed by one available binder grade level without requiring a new mix design.

Should a change in the source of any material used in the production of HMA (aggregate, mineral filler, lime, or performance graded asphalt binder) occur, a one point verification test (at optimum binder content) of the mix must be performed to verify that the applicable criteria shown on Table 403-1 (HMA) and Table 403-2 (VMA) of Revision to Section 403 are still met. If this testing shows noncompliance, the Contractor shall establish a new job mix design and obtain approval by the Owner before the new HMA is used.

Add the following new subparagraphs:

(c) *Reclaimed Asphalt Pavement (RAP).* RAP shall be allowed in HMA up to a maximum binder replacement of 23 percent, unless otherwise specified in the contract, and provided that all the specifications for the HMA are met. Fine Aggregate Angularity requirements shall apply only to the virgin fraction of the fine aggregate. RAP shall be of uniform quality and gradation with a maximum size no greater than the nominal aggregate size of the mix. RAP shall not contain clay balls, vegetable matter, or other deleterious substances.

The Contractor shall have an approved mix design for the amount of RAP to be used. The AC content of the RAP utilized in the Contractor RAP mix design shall be the average AC content determined in accordance with 1B or 1C, below, or alternatively, a minimum of five samples of the Contractors RAP stockpile may be sampled and the average AC content of the RAP be determined using AASHTO T-164, Method A or B, or in accordance with 1C below. The Contractor shall determine the total binder replaced by the binder in the RAP pursuant to the following equation:

Total Binder Replaced = (A x B) x 100/E
Where:
A = RAP % Binder Content *
B = RAP % in Mix *
E = Total Effective Binder Content *
* in decimal format (i.e. 2% is 0.02)

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

The Total Binder Replaced by the binder in the RAP shall not exceed 23 percent of the effective binder content of either the mix design or the produced mix.
The Contractor shall have an approved Quality Control (QC) Plan that details how the RAP will be processed and controlled. The QC plan shall address the following:

1. RAP Processing Techniques. This requires a schematic diagram and narrative that explains the processing (crushing, screening, and rejecting) and stockpile operation for this specific project.

2. Control of RAP Asphalt Binder Content (AASHTO T-164, Method A or B). RAP Asphalt Binder Content may also be determined in accordance with CP-L 5120, provided an RAP AC content correction factor is determined through correlation testing with AASHTO T-164, Method A or B. The correction factor shall be determined by performing correlation testing on the first five samples of the RAP AC content, then at a frequency of one for every five AC content tests thereafter. The correction factor shall be determined by calculating the average difference in AC content between CP-L 5120 and AASHTO T-164, Method A or B, and applying the correction to the AC content determined in accordance with CP-L 5120 :
   Frequency: 1 per 1000 tons of processed RAP material (minimum five tests)

3. (Alternate) The Contractor may propose a RAP asphalt content correction factor to be used in conjunction with CP-L 5120. The proposed CP-L 5120 RAP asphalt content correction factor shall be used with all RAP asphalt contents tested for the mixture design and quality control sampling and testing. The methodology of the proposed CP-L 5120 RAP asphalt content correction factor shall be outlined in detail in the approved RAP QC Plan. At a minimum, the proposed CP-L 5120 correction factor shall identify the principal source locations of the RAP aggregate, gradation of the material tested, and specific ignition oven serial number used in all the RAP asphalt content testing. The RAP source locations, material gradation, and specific equipment used shall substantiate the CP-L 5120 asphalt content correction factor used for the testing. The substantiation must be from data gathered from historical information or specific asphalt content correction data obtained from tests performed on similar virgin aggregate sources, virgin material gradations, and the specific equipment used.

4. Control of RAP Gradation (CP31 or AASHTO T-30):
   Frequency: 1 per1000 tons of processed RAP material (minimum three tests, sampling from belt feed and not stockpile)

5. Process Control Charts shall be maintained for binder content and each screen listed in Table 401.2C, during addition of any RAP material to the stockpile. The Contractor shall maintain separate control charts for each RAP stockpile. The control charts shall be displayed and shall be made available, along with RAP AC extraction testing laboratory reports to the Engineer upon request

The processed RAP must be 100 percent passing the 31.5 mm (1¼ inch) sieve. The aggregate obtained from the processed RAP shall be 100 percent passing the 25.0 mm (1 inch) sieve. The aggregate and binder obtained from the processed RAP shall be uniform in all the measured parameters in accordance with the following:

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Table 401.2C
RAP Binder & Aggregate Uniformity Tolerances

Element	StandardDeviation
Binder Content	0.5
% Passing ¾"	4.0
% Passing ½"	4.0
% Passing 3/8"	4.0
%Passing #4	4.0
% Passing #8	4.0
% Passing #30	3.0
% Passing #200	1.5

(d) *Warm Mix Asphalt (WMA) Technology.* The Contractor may choose to use a WMA Technology that is included on the CDOT approved products list (https://www.codot.gov/business/apl/asphalt-warm-mix.html).

WMA technologies (additive or foaming) used shall be identified on the mix design, indicating usage as a workability additive and/or anti-strip additive. WMA shall be submitted and approved by the Owner for use on a project.

The addition of WMA additives during production, including foaming, shall be controlled by a calibrated metering system interlocked with the plant's controls per the manufacturers' recommendation. Additives may be added at the asphalt terminal at the dosage rate recommended by the WMA technology provider. The foaming process mixes water and binder to create microscopic steam bubbles. Typical water injection rate is ≤ 2% of binder flow rate or per manufacturers' recommendation.

(e) *Anti-Strip Additives.* Anti-Strip shall be added into the HMA. Anti-Strip agents may be liquids (added to the binder), lime (added to the aggregates) or other products, and shall be submitted for approval by the Owner.

The minimum value for Tensile Strength Ratio (TSR) tested in accordance with Table 401.21-1 shall be 80% for the mix design and 70% during production.
There are various types of liquid Anti-Strips. Amine and Organo-silane type liquid Anti-Strip additives are physically mixed with the asphalt binder. Liquid Anti-Strip agents shall be added per the manufacture's recommendations. Typical product dosages are provided in Table 401.2E-1.

TABLE 401.2E-1
Liquid Anti-Strip Dosage Rates

Type	Typical Dosage Rate
Amine	0.4% to 0.8%
Organo-silane	0.05% to 0.15%

WMA chemical products which display Anti-Stripping characteristics will be classified, and identified on the mix design, as a liquid Anti-Strip additive.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

When a liquid Anti-Strip additive is used, the Contractor shall include the following information with the mix design submission:

- Information on the type of liquid Anti-Strip additive to be supplied, including product name, product manufacturer/supplier
- Additive rate
- TSR values for the treated mixes
- The proposed method for incorporating the additive into the plant produced mix

401.03 Aggregates.
Add the following:

The percentage of fractured faces shall be as shown in Table 403.1 of the Revision to Section 403.

Grading ST (3/8” nominal) mixes may be used for leveling, maintenance, bike paths, sidewalks and thin lift overlays. Grading SX (1/2” nominal) mixes shall be used on top and bottom lifts and for patching. Grading S (3/4” nominal) mixes may be used for bottom lifts.

401.05 Hydrated Lime.
Add the following:

When used in the HMA, hydrated lime shall be added at the rate of 1% by dry weight of the aggregate and shall be included in the amount of material passing the No. 200 sieve.

401.06 Asphalt Cement.
Revise the second paragraph to read as follows:

The asphalt cement shall meet the applicable requirements of subsection 702.01.

Add the following:

The Contractor shall provide to the Owner acceptable 'Certifications of Compliance' of each applicable asphalt binder grade from the supplier. Should testing or certificate show nonconformance with the specifications, the asphalt binder may be rejected. When production begins, the Contractor shall, upon request, provide to the Owner a one quart can of each specified asphalt binder for analysis. Additionally, the Contractor shall provide the refinery test results that pertain to the asphalt binders used during production.

Based on climatic conditions and reliability, binder grades approved for use in Mesa County are as follows in Table 401.06A-1:

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

TABLE
401.06A-1
Recommended Performance Graded Binders

Condition	Non-modified Binder	Modified Binder
Free flowing traffic loads and 300,000 to 1 million 18K ESAL	PG 64-22	
Free flowing traffic loads and 300,000 to 1 million 18K ESAL, plus above 6000 elevation	PG 58-28	
Slow moving or standing trucks, major street intersections and/or 10,000,000 18K ESAL		PG 76-28 (top lift only)

Binder grades other than those shown above shall not be used unless the proposed binder and the mix design are approved in writing by the OWNER. The asphalt cement shall meet the requirements of subsection 702.01

401.07 Weather Limitations and Placement Temperatures.

Revise as follows:

Surface temperatures shall be used to determine placement of APM. APM produced with documented WMA will be allowed a reduction in minimum surface temperatures for placement as provided in Table 401.07A-1. Ambient temperatures and other weather conditions shall be considered prior to placement.

TABLE 401.07A-1
Minimum Surface Temperatures for placement of APM

Compacted Layer Thickness (in.)	Minimum Surface Temperature (ºF)			
	Top Layer		Layers Below the Top Layer	
Product	APM	with WMA	APM	with WMA
<1½	60	50	50	40
1½ - <3	50	45	40	35
3 or more	45	40	35	35

401.08 Asphalt Mixing Plant.

Delete the last paragraph of the subsection.

401.09 Hauling Equipment.

Add the following:

The Owner may reject any HMA which demonstrates it has been contaminated from a petroleum distillate release agent. The Owner may reject any uncovered HMA which demonstrates it has been impacted by contamination and/or weather.

401.10 Asphalt Pavers.

Delete the twelve paragraph and replace with the following:

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Contractor shall submit for and receive approval of the screed control devices to be utilized on the paver prior to use for placing HMA on the project.

Add the following:

A Material Transfer Vehicle (MTV) or Material Transfer Device (MTD) may be required for placement of the HMA if the Contractor is not able to demonstrate the ability for continuous straight-line paver operations and ability to eliminate the need to stop the paver in between each haul truck. The MTV shall be a self-propelled unit with on board storage of material. An MTD is a non-self-propelled unit. Both MTV and MTD are capable of receiving material from trucks or from the ground, transferring the material from the unit to a paver hopper insert via a conveyor system.

401.11 Tack Coat.
Delete and replace with the following:

A tack coat shall be applied between pavement course and to all existing concrete and asphalt surfaces per Section 407. Tack coat is considered incidental to the cost of the HMA.

401.15 Mixing.
Add the following:

If a WMA technology (additive or foaming) is used, the discharge temperatures may be lowered during production at the discretion of the Contractor provided all specifications are achieved. Mix design is to indicate revised allowable discharge temperatures with WMA usage.

401.16 Spreading and Finishing.
Revise as follows:

Joints in the top layer of new pavement shall be located on lane lines unless otherwise shown on the plans. Longitudinal joints shall be minimized with wide paving pulls. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. Tack coat material shall be applied to contact surfaces of all joints before additional mixture is placed against the previously compacted material.

401.17 Compaction.
Revise as follows:

Equipment used for compaction of the HMA will be at the discretion of the Contractor. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density and surface texture.
All joints shall be compacted to 92% of maximum theoretical specific gravity (Rice), taken six inches offset from the joint. The allowable variance shall be ±2%. Joint density will be determined using nuclear density equipment.

Delete paragraphs six through eight, and paragraphs eleven to the end of the subsection and replace with the following:

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Cores may be used to verify compaction results. The Contractor shall core the pavement, as required by the Owner**;** in accordance with AASHTO T 230, Method B, or for field calibration of nuclear density equipment in accordance with the ASTM D 2950. At a minimum, cores for nuclear density equipment correlation shall be taken at the beginning of placement of each project or change of mixture materials or gradation, unless otherwise approved by the Engineer. If the correlation cores were produced for another project within the last 90 days, data from that project can be submitted for verification, if no change in materials or gradation has occurred. When cores are used, the Contractor shall provide all labor and equipment for the coring and repair of the holes.

Along forms, curbs, headers, walls, and all other places not accessible to the rollers, the mixture shall meet all project compaction specifications. Any mixture that is defective, shall be corrected to meet the project specifications at the expense of the Contractor.

401.20 Surface Smoothness.
Delete and replace with the following:

The finish transverse and longitudinal surface elevation of the pavement shall be measured using a 10-foot straightedge. Surface smoothness shall be verified following the finish roller pass. Surface variation shall not exceed 3/16 inch in 10 feet for full lane width paving. For patching, the variation shall not exceed 3/8 inch in 10 feet. The final pavement surface shall not vary from the specified cross section by more than one inch at any point. Transverse measurements for variations shall exclude breaks in the crown sections. If the surface tolerance exceeds 3/16” across transverse joints, measured in at least three locations, the Contractor shall make corrections to the joint before proceeding. All corrections shall be made at the Contractor’s expense.

The final surface pavement adjacent to curb and gutter shall be finished from 1/8-inch to 3/8-inches above the lip for catch curb and shall not extend above the lip for spill curb.

The Contractor shall adjust all manholes, valve boxes, and survey range boxes 0 to 1/4-inch below final grade and adjusted to match the slope of the roadway. Valve boxes and manholes are to be maintained fully accessible at all times for emergency and maintenance operations. The cost of adjusting valve boxes, manholes, and survey range boxes shall be included in the work, unless otherwise specified. The Contractor shall be responsible for any cost incurred by the Owner to provide access to the covered manholes or valve boxes. Final adjustment of all utility access points shall be completed within seven days of from the time the HMA was placed.

Add the following new subsections:
401.23 Testing and Inspection

The Contractor shall assume full responsibility for controlling all operations and processes to meet the Specifications. The Contractor shall perform all tests necessary for process control purposes on all elements at the frequency listed in Table 401.23-1. The Contractor shall maintain a log of all process control testing. Test results that have sampling or testing errors shall not be used. Process control testing shall be performed at the expense of the Contractor.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Laboratories shall be accredited by AASHTO Materials Reference Laboratory (AMRL) for the tests being performed. Technicians obtaining samples and conducting compaction tests must have a LabCAT Level A certification. Technicians conducting tests of asphalt content and gradation must have a LabCAT Level B certification. Technicians performing volumetric testing must have a LabCAT Level C certification. Equivalent NICET certification for all technicians is acceptable.

When requested by the Owner, the Contractor shall submit a quality control plan that addresses production, sampling, testing, and qualifications of testing personnel, timing, and methods for making adjustments to meet the specifications. The Contractor will provide a process or schedule for making corrections for material that was placed but does not meet specifications as well as obtain a follow up sample immediately after corrective actions are taken to assess the adequacy of the corrections. In the event the follow-up process control sample also fails to meet Specification requirements; the Contractor shall cease production of the asphalt mixture until the problem is adequately resolved to the satisfaction of the Owner.

TABLE
401.23-1

Minimum Materials Sampling and Testing for Process Control and Owners Acceptance

Test	Standard	Minimum Frequency
Sampling	AASHTO T168, ASTM D 979 and ASTM D3665, CP 41	1/1000 tons or fraction thereof (not less than one test per day)
In-Place Density	AASHTO T 166, T 238, T 230, CP 81 (nuclear), CP 44 (coring)	One test for each 250 lineal feet per lane and one test per 1,000 lineal feet of joint per lift
Thickness (Core) (when called for in Project specs.)	ASTM D3549	One test for each 1000 lineal feet per lane
Air Voids & VMA	CP-L 5115 A.I. SP-2	1/1000 tons or fraction thereof (not less than one test per day)
Gradation	AASHTO T 27/T 11, CP 31	1/1000 tons or fraction thereof (not less than one test per day)
Hveem/Marshall Stability As Applicable	CP-L 5016	One per project per mix used
Binder Content	CP-L 5120, AASHTO T 164 or other methods agreed upon between Owner and Contractor	1/1000 tons or fraction thereof (not less than one test per day)
Maximum Theoretical Specific Gravity (Rice)	AASHTO T 209 (Rice), CP-L 51	1/1000 tons or fraction thereof (not less than one test per day)

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Lottman Stripping, TSR & Dry Density	CP-L 5109	One per project per mix used.

Field control testing of dense graded asphalt mixes for the above tests shall meet the requirements of Table 403-1 and Table 403-2 in the Revision to Section 403.

401.24 Acceptance

If any materials furnished, or work performed, fails to meet the specification requirements, such deficiencies shall be documented and reported to the Owner. Copies of all process control tests shall be delivered to the Owner within one business day. Test results that cannot be completed within one day shall be provided to the Owner no later than three days after the sample was obtained.

Owners Acceptance (OA) test results, if any, and/or Process Control (PC) test results will be evaluated to determine acceptability. If the Contractor does not meet the project specifications, but acceptable work has been produced, the Owner shall determine the extent of the work to be accepted. If the Owner determines the work is not acceptable, the Contractor shall correct the work, as approved by the Owner, at the expense of the Contractor.

SP-4 SECTION 403 – HOT MIX ASPHALT

REVISION OF SECTION 403
HOT MIX ASPHALT

Section 403 of the Standard Specifications is hereby revised for this project as follows:

403.02 Materials

Delete and replace with the following:

The materials shall conform to the requirements of subsections 401.2 of the Revised Section 401 above.

The design mix for hot mix asphalt (HMA) shall conform to the following Table 403-1 and Table 403-2:

Table 403-1
Mixture Properties for Hot Mix Asphalt

Property	Test Method	Value
Air Voids, percent at: N (design)	AASHTO T-132, CPL 5115	3.0 – 4.0
Lab Compaction (Revolutions): N (design)	CPL 5115	75
Hveem Stability, (Grading ST, SX & S only)	CPL 5106	28 min.
Aggregate Retained on the 4.75 mm (No. 4) Sieve for S, SX and SG, and on the 2.36mm (No. 8) Sieve for ST and SF with at least 2 Mechanically Induced fractured faces	CP 45	60% min.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Property	Test Method	Value
Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman)(for S & SX mixes)	AASHTO T-283 Method B, CPL 5109 Method B	80 min.
Minimum Dry Split Tensile Strength, kPa (psi)	CPL 5109 Method B	205 (30) min.
Voids in the Mineral Aggregate (VMA) % minimum	CP 48, AI-SP2	See Table 403-2
Voids Filled with Asphalt (VFA)	AI MS-2	65-80%
Dust to Asphalt Ratio: Fine Gradation Coarse Gradation	CP 50	 0.6 – 1.2 0.8 – 1.6

Note: AI MS-2 = Asphalt Institute Manual Series 2

Note: Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.

Note: Gradations for mixes with a nominal maximum aggregate size of one-inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen.

Gradations for mixes with a nominal maximum aggregate size of 3/4" to 3/8" are considered a coarse gradation if they pass below the maximum density line at the #8 screen.

Gradations for mixes with a nominal maximum aggregate size of #4 or smaller are considered a coarse gradation if they pass below the maximum density line at the #16 screen.

Table 403-2

Minimum Voids in Mineral Aggregate (VMA)

Nominal Maximum Size*, mm (inches)	***Design Air Voids **		
	3.5%	4.0%	4.5%
37.5 (1½)	11.6	11.7	11.8
25.0 (1)	12.6	12.7	12.8
19.0 (¾)	13.6	13.7	13.8
12.5 (½)	14.6	14.7	14.8
9.5 (⅜)	15.6	15.7	15.8
4.75 (No. 4)	16.6	16.7	16.8

* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%.

** Interpolate specified VMA values for design air voids between those listed.

*** Extrapolate specified VMA values for production air voids beyond those listed.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

403.03 Construction Requirements
Delete the first paragraph and replace with the following:

The construction requirements shall be as prescribed in subsections 401.3 through 401.14 of the Revised Section 401 above.

403.04 Method of Measurement
Delete and replace with the following:

Hot Mix Asphalt will be measured by the ton or the square yard. Batch weights will not be permitted as a method of measurement when measured by the ton. The tonnage shall be the weight used in the accepted pavement.

403.05 Basis of Payment
Delete and replace with the following:

The accepted quantities of hot mix asphalt will be paid for in accordance with subsection 401.22, at the contract unit price per ton or square yard for the asphalt mixture.

Payment will be made under:

Pay Item	**Pay Unit**
Hot Mix Asphalt (Grading __)(PG___)	Ton
Hot Mix Asphalt (Grading __)(PG ___)	Square Yard
Hot Mix Asphalt (Patching)	Square Yard

Aggregate, asphalt cement, asphalt recycling agent, additives, hydrated lime, tack coat, and all other work necessary to complete each hot mix asphalt items will not be paid for separately but shall be included in the unit price bid.
Excavation, preparation, and tack coat of areas to be patched will not be measured and paid for separately but shall be included in the work.

SP-5 SECTION 407 – PRIME COAT, TACK COAT, AND REJUVINATING AGENT

REVISIONS OF SECTION 407
PRIME COAT, TACK COAT, AND REJUVENATING AGENT

Section 407 of the Standard Specifications is hereby revised for this project as follows:

407.01 Description
Add the following:

Prior to placement of APM, a tack coat shall be applied to all existing concrete and asphalt surfaces.

407.02 Asphalt Material.
Add the following:

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

The tack coat shall meet the specification for emulsified asphalt, consisting of CSS-1h or SS-1h, and conform to AASHTO M208 or M140.

407.07 Application of Asphalt Material.
Add the following:

The tack coat shall be applied at the rates specified in Table 407-1. The surface receiving the tack coat shall be dry and clean, and dust, debris, and foreign matter shall be removed. Tack coat shall be applied uniformly. The Contractor shall allow the tack coat to cure (dehydrate) prior to the placement of APM. If the tack becomes contaminated during construction, it shall be cleaned, and if necessary, additional tack coat shall be reapplied and allowed to cure before paving resumes.

TABLE 407-1
Tack Coat Application Rates

Pavement Condition	Application Rate (gal/yd^2)		
	Residual	Undiluted	Diluted (1:1)
New asphalt	0.03 - 0.04	0.05 – 0.07	0.10 – 0.13
Oxidized asphalt	0.04 – 0.06	0.07 – 0.10	0.13 – 0.20
Milled Surface (asphalt)	0.06 – 0.08	0.10 – 0.13	0.20 – 0.30
Milled Surface (PCC)	0.06 – 0.08	0.10 – 0.13	0.20 – 0.30
Portland Cement Concrete	0.04 – 0.06	0.07 – 0.10	0.13 – 0.20

407.09 Method of Measurement and Basis of Payment.
Delete and replace the following:

Tack Coat will not be measured and paid separately but shall be considered included in the work for Section 401 – Asphalt Pavement Materials.

SP-6 SECTION 630 - CONSTRUCTION ZONE TRAFFIC CONTROL

Section 630 of the Standard Specifications are hereby revised for this project as follows:

Subsection 630.14, Method of Measurement, shall include the following:

> Distribution of door-hanger notices to all businesses and / or residents located adjacent to the overlay work will not be paid for separately but shall be included in the pay item for Traffic Control (Complete in Place). The City will provide the door hangers for distribution.

3.5 Attachments:
A: Project Areas

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

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

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

3.7 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on	August 18, 2026
Non-Mandatory Pre-Bid Meeting	September 2, 2026, 9:00 AM
Inquiry deadline, no questions after this date	September 9, 2026, 5:00 PM
Addendum Posted	September 14, 2026, 5:00 PM
Prequalification Application	September 14, 2026
Submittal deadline for proposals	September 21, 2026, 2:00 PM
City Council Approval	October 7, 2026
Notice of Award & Contract execution	October 8, 2026
Bonding & Insurance Cert due	October 18, 2026
Preconstruction meeting	TBD
Work begins no later than	Receipt of Notice to Proceed
Final Completion	30 Calendar Days from Notice to Proceed
Holidays:	
Veterans' Day	November 11, 2026
Thanksgiving	November 26 & 27, 2026

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Contractor's Bid Form

Bid Date: _____

Project: IFB-5976-26-DD "2026 Contract Street Maintenance – Mills and Overlays"

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: _____

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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

Name & address of Sub-Contractor	Description of Work to be performed	% of Contract

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.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Bid Schedule: Contract Street Maintenance Mill and Overlay

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1		Asphalt Removal (Planing)(2.0" Typical)	22,650.	SY	$ _____	$ _____
2		Adjust Valve Box (Price to Include adjustment of Survey Monument Boxes)	30.		$ _____	$ _____
3		Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	29.		$ _____	$ _____
4		Hot Mix Asphalt (2.0" thick) (Grading SX, 75 Gyration, Binder Grade 64-22)	2,500.		$ _____	$ _____
5		Sanitary Facility	1.		$ _____	$ _____
6		Mobilization	1.		$ _____	$ _____
7		Traffic Control (Complete In Place)	1.		$ _____	$ _____
8		Flagging	20.		$ _____	$ _____
9		City to Retain 27 1/2 Rd and B 1/2 Rd Millings and Contractor to Deliver Millings to 2800 Riverside Pkwy	1.		$ _____	$ _____
Inc		Asphalt Incentive (Achievable Per Specification)	- - -	- - -	- - -	$ 15,000.00
MCR		Minor Contract Revisions	- - -	- - -	- - -	$ 15,000.00

Bid Amount: **$** _____

Bid Amount:

_____ **dollars**

Hermosa, Bonito, 13, 14



N

0 0.05 0.1 Miles

Printed: 8/14/2026

1 inch equals 0.036 miles

Scale: 1:2,257

CITY OF Grand Junction COLORADO GIS DIVISION

Author: ericr@gjcity.org

Bass St



N

0 0.1 0.2 Miles

Printed: 8/14/2026

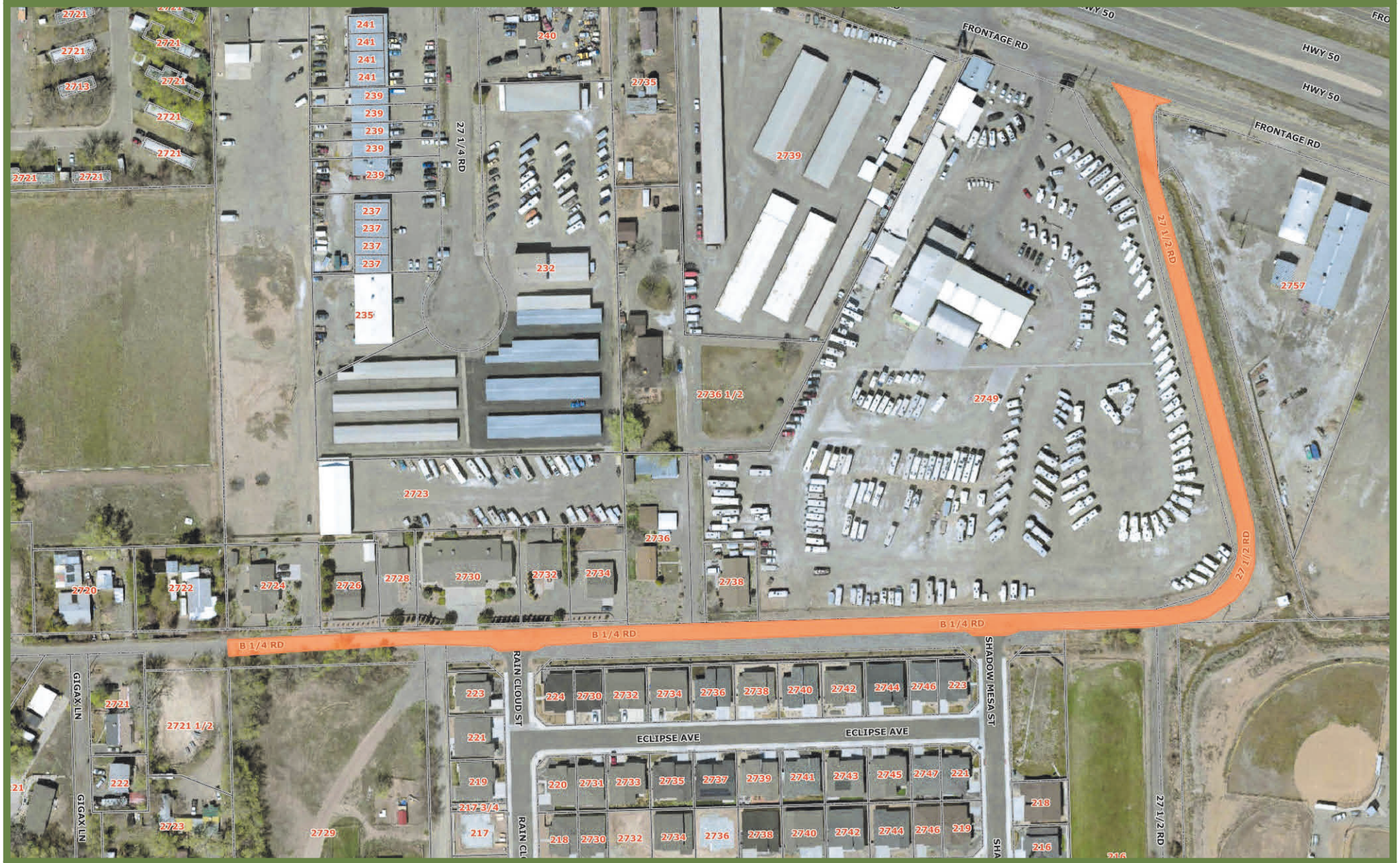
1 inch equals 0.071 miles

Scale: 1:4,514

CITY OF Grand Junction COLORADO GIS DIVISION

Author: ericr@gjcity.org

27.5 and B.25



N

0 0.05 0.1 Miles

Printed: 8/14/2026

1 inch equals 0.036 miles

Scale: 1:2,257

CITY OF Grand Junction COLORADO GIS DIVISION

Author: ericr@gjcity.org

Ridge Dr



N

0 0.05 0.1 Miles

Printed: 8/14/2026

1 inch equals 0.036 miles

Scale: 1:2,257

CITY OF Grand Junction COLORADO GIS DIVISION

Author: ericr@gjcity.org

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

CITY OF Grand Junction COLORADO
PURCHASING DIVISION

ADDENDUM NO. 1

DATE: August 26, 2026
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2026 Contract Street Maintenance Mill and Overlays IFB-5976-26-DD

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

Please make note of the following clarifications:

1. **Question:** Maybe I overlooked it or missed it but are we going to be required to use warning signs?
   Answer: Traffic Control should conform to applicable standards and is to be designed and placed by the contractor.

2. **Question:** Item no.2-Survery box- Are they all survey boxes or mixed with water valves? Are you guys doing the survey on them for removal of them and reinstall?
   Answer: No survey boxes are expected to be encountered in the project areas. If they are encountered, this provides for adjustment during milling operations. If adjustment is not able to be performed, it would be addressed at that point.

3. **Question:** Item no. 9- Does anyone have a rough idea on how many square yards the 27 ½ and B ½ street is trying to put a number together for that street and trying not to over/under shoot it.
   Answer: The following are the general area quantities:
   - Hermosa Area: 9,710 SY
   - Bass St Area: 3,900 SY
   - 27 ½ and B ¼ Area: 5,700 SY
   - Ridge Dr Area: 3,340 SY

   Please find a revised Bid Schedule attached. Units were inadvertently omitted in the original Bid Schedule, with no quantity adjustments being made in this addendum.

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

Respectfully,

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Bid Schedule: Contract Street Maintenance Mill and Overlay
Addendum 1

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1		Asphalt Removal (Planing)(2.0" Typical)	22,650.	SY	$ _____	$ _____
2		Adjust Valve Box (Price to Include adjustment of Survey Monument Boxes)	30.	EA	$ _____	$ _____
3		Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	29.	EA	$ _____	$ _____
4		Hot Mix Asphalt (2.0" thick) (Grading SX, 75 Gyration, Binder Grade 64-22)	2,500.	Tons	$ _____	$ _____
5		Sanitary Facility	Lump	Sum	- - -	$ _____
6		Mobilization	Lump	Sum	- - -	$ _____
7		Traffic Control (Complete In Place)	Lump	Sum	- - -	$ _____
8		Flagging	20.	Days	$ _____	$ _____
9		City to Retain 27 1/2 Rd and B 1/4 Rd Millings and Contractor to Deliver Millings to 2800 Riverside Pkwy	Lump	Sum	- - -	$ _____
Inc		Asphalt Incentive (Achievable Per Specification)	- - -	- - -	- - -	$ 15,000.00
MCR		Minor Contract Revisions	- - -	- - -	- - -	$ 15,000.00

Bid Amount: **$** _____

Bid Amount:

_____ **dollars**

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

CITY OF Grand Junction COLORADO
PURCHASING DIVISION

ADDENDUM NO. 2

DATE: September 14, 2026
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2026 Contract Street Maintenance Mill and Overlays IFB-5976-26-DD

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

Please make note of the following clarifications:

- Flagging Days will be counted as 1 day per area per action. So If Milling is occurring on Ridge Drive while Paving is occurring on Bass Street, that would be accounted as 2 Flagging Days even if they both occurred on the same calendar day.

- Striping on Ridge Drive is added as the quantities accounted for in the revised Bid Schedule (attached). Layout should be preserved from existing striping.
  - 4.5 Gal double yellow
  - 3.75 Gal of single white

Please find a revised Bid Schedule attached. Units were inadvertently omitted in the original Bid Schedule, with no quantity adjustments being made in this addendum.

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

Respectfully,

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Bid Schedule: Contract Street Maintenance Mill and Overlay
Addendum 2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1		Asphalt Removal (Planing)(2.0" Typical)	22,650.	SY	$ _____	$ _____
2		Adjust Valve Box (Price to Include adjustment of Survey Monument Boxes)	30.	EA	$ _____	$ _____
3		Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	29.	EA	$ _____	$ _____
4		Hot Mix Asphalt (2.0" thick) (Grading SX, 75 Gyration, Binder Grade 64-22)	2,500.	Tons	$ _____	$ _____
5		Sanitary Facility	Lump	Sum	- - -	$ _____
6		Mobilization	Lump	Sum	- - -	$ _____
7		Traffic Control (Complete In Place)	Lump	Sum	- - -	$ _____
8		Flagging (Per Location/Per Activity)	20.	Days	$ _____	$ _____
9		City to Retain 27 1/2 Rd and B 1/4 Rd Millings and Contractor to Deliver Millings to 2800 Riverside Pkwy	Lump	Sum	- - -	$ _____
10		Yellow Paint (4" double yellow)(Ridge Drive)	4.5	Gal	$ _____	$ _____
11		White Paint (4" single white)(Ridge Drive)	3.75	Gal	$ _____	$ _____
Inc		Asphalt Incentive (Achievable Per Specification)	- - -	- - -	- - -	$ 15,000.00
MCR		Minor Contract Revisions	- - -	- - -	- - -	$ 15,000.00

Bid Amount: **$** _____

Bid Amount:

_____ **dollars**

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

NOTICE OF AWARD

Date: October 8, 2026

Company: Oldcastle SW Group, Inc. dba United Companies.

Project: 2026 Contract Street Maintenance – Milla and Overlays IFB-5976-26-DD

You have been awarded the City of Grand Junction Contract for 2026 Contract Street Maintenance – Mill and Overlays in the amount of **$628,122.88.**

Please notify Eric Rink, Project Engineer at 970-244-1585 or ericr@gjcity.org for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the Contract Documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr., Contract Administrator – City of Grand Junction
9F789E7D50F14BC...

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Oldcastle SW Group, Inc. dba United Companies

By: Signed by:
kyle Alpha
B3752CF41F9A4F1...

Title: Vice President/G.M.

Date: 10/8/2026

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

CITY OF Grand Junction COLORADO

Purchasing Division

Invitation for Bid

IFB-5976-26-DD

2026 Contract Street Maintenance Mill and Overlays

Responses Due:

September 21, 2026, Prior to 2:00 PM

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

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

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

Purchasing Representative:
Dolly Daniels, Senior Buyer
dollyd@gjcity.org
970-256-4048

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Contractor's Bid Form

Bid Date: September 21, 2026

Project: IFB-5976-26-DD "2026 Contract Street Maintenance – Mills and Overlays"

Bidding Company: Oldcastle SW Group, Inc. dba United Companies

Name of Authorized Agent: Kyle Alpha, Vice President

Email trevor.marlow@unitedco.com

Telephone 970-243-4900 **Address** 2273 River Road

City Grand Junction **State** CO **Zip** 81505

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: 2

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: Oldcastle SW Group, Inc. dba United Companies

Authorized Signature:

Title: Kyle Alpha, Vice President

OLDCASTLE SW GROUP, INC. CORPORATE SEAL COLORADO

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

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

Name & address of Sub-Contractor	Description of Work to be performed	% of Contract
ACM Construction, Durango, CO 81303	Traffic Control	.085
Western Milling, Grand Junction, CO 81503	Road Milling	.053
TY Striping, Mack, CO 81525	Road Striping	.0015

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.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Bid Schedule: Contract Street Maintenance Mill and Overlay
Addendum 2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1		Asphalt Removal (Planing)(2.0" Typical)	22,650.	SY	$ 3.31	$ 74,971.50
2		Adjust Valve Box (Price to Include adjustment of Survey Monument Boxes)	30.	EA	$ 670.00	$ 20,100.00
3		Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	29.	EA	$ 1,390.00	$ 40,310.00
4		Hot Mix Asphalt (2.0" thick) (Grading SX, 75 Gyration, Binder Grade 64-22)	2,500.	Tons	$ 136.00	$ 340,000.00
5		Sanitary Facility	Lump	Sum	---	$ 415.00
6		Mobilization	Lump	Sum	---	$ 62,500.00
7		Traffic Control (Complete In Place)	Lump	Sum	---	$ 20,000.00
8		Flagging (Per Location/Per Activity)	20.	Days	$ 1,700.00	$ 34,000.00
9		City to Retain 27 1/2 Rd and B 1/4 Rd Millings and Contractor to Deliver Millings to 2800 Riverside Pkwy	Lump	Sum	---	$ 4,725.00
10		Yellow Paint (4" double yellow)(Ridge Drive)	4.5	Gal	$ 133.50	$ 600.75
11		White Paint (4" single white)(Ridge Drive)	3.75	Gal	$ 133.50	$ 500.63
Inc		Asphalt Incentive (Achievable Per Specification)	---	---	---	$ 15,000.00
MCR		Minor Contract Revisions	---	---	---	$ 15,000.00
				Bid Amount:		$ 628,122.88

Bid Amount:

Six Hundred Twenty-Eight Thousand One Hundred Twenty-Two and 88/100 **dollars**

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

Fidelity and Deposit Company of Maryland

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Oldcastle SW Group, Inc., dba United Companies**, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto **City of Grand Junction, Colorado** as Obligee, (hereinafter called the "Obligee"), in the sum of **FIVE PERCENT OF TOTAL AMOUNT BID** Dollars (**$5%**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **IFB-5976-26-DD 2026 Contract Street Maintenance - Mill and Overlays**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **21st** day of **September** A.D. ,**2026**.

Dana Duffy

Dana Duffy *Witness*

SonaVanHorn

SonaVanHorn *Witness*

Oldcastle SW Group, Inc., dba United Companies

Principal

By _____ (SEAL)

Kyle Alpha, Vice President

OLDCASTLE SW GROUP, INC. CORPORATE SEAL COLORADO

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

By _____ (SEAL)

Janel Tanner, Attorney in Fact

C325-150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Kyle ALPHA, Ilana OVERMEYER, Janel TANNER, Thomas FEIL, Amy LeMOINE, Joy TROMBLEY, all of Grand Junction, Colorado,** EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bid bonds issued on behalf of Oldcastle SW Group, Inc., Oldcastle SW Group, Inc. dba United Companies, Oldcastle SW Group, Inc. dba Telluride Gravel and Oldcastle SW Group, Inc. dba APC Construction Co., each with a penalty not to exceed the sum of $10,000,000, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 22nd day of June A.D. 2026.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1977 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

MJ Pethick

By: Mary Jean Pethick
Vice President

Daniel Lutes

By: Daniel Lutes
Secretary

State of Maryland
County of Baltimore

On this 22nd day of June A.D. 2026 before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Mary Jean Pethick, Vice President and Daniel Lutes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2029 BALTIMORE COUNTY, MD

Genevieve M. Maison

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

GENEVIEVE M. MAISON NOTARY PUBLIC EXP. 01/27/2029 BALTIMORE COUNTY, MD

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Docusign Envelope ID: 2DF81D89-D262-8DF0-8129-834E5B9B4B53

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or VicePresident may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an AssistantSecretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of September, 2026.



Christopher Edwards
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2026

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

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

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Named Insured / CRH Operating Company PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Oldcastle SW Group, Inc. (102-GRA) DBA United Companies 2273 River Road Grand Junction CO 81505	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Liberty Mutual Fire Insurance Company — 23035 INSURER B : Liberty Insurance Corporation — 42404 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 92718888 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS-MADE ☑ OCCUR ✓ Primary/Non-Contributory ✓ Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓		TB2-C81-004095-116 XCU Coverage Included	9/1/2026	9/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 50,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
A A	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓		AS2-C81-004095-126 AS2-C81-054502-526 Physical Damage only: Comprehensive Ded $10,000 Collision Ded $10,000	9/1/2026 9/1/2026	9/1/2027 9/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA7-C8D-004095-026 All except OH, ND, WA, WY WC7-C81-004095-016 WI, MN	9/1/2026 9/1/2026	9/1/2027 9/1/2027	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: 2026 Contract Street Maintenance - Mill and Overlays (IFB-5976-26-DD).
Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are listed as additional insured with regards to the general liability and automobile liability policies, on a primary and non-contributory basis, where required by written contract.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Erin Celing

Erin Celing

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

whichever is less.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**
Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance	Any location listed in such agreement

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

 © Insurance Services Office, Inc., 2012

Policy Number TB2-C81-004095-114
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Person(s) or Organization(s): Any person or organization for which such coverage is required by written contract prior to a loss

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

© 2018 Liberty Mutual Insurance
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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Policy Number: AS2-C81-004095-124
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):
Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:
Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.
Premium: $ INCL
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Not applicable in Alaska, Kansas, Kentucky, Missouri, New Hampshire, New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act (K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 through 16-1908 and any amendments thereto). According to the Acts, a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Maine, Michigan, Mississippi, Montana, New Mexico, North Carolina, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont and West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska, Nevada, and Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Hawaii, the premium charge is $250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of $250 per policy.

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In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the states of New York, Oklahoma, and Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-024 Effective Date Premium $

Issued to CRH Americas, Inc. Endorsement No.

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