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:

Agave Construction LLC
623 25 Rd
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 #: 10799
FAX#:
EMAIL:

Order Number	Order Date
GJPO102092	11/05/2026

SOLICITATION #: NOTES: Award IFB-5997-26-DD	2026 CONTRACT STREET MAINTENANCE - PATTERSON CURB RAMPS

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 Immediate	Date Required 11/09/2026
QUANTITY	**UNIT**	**ITEM**	**DESCRIPTION**	**UNIT PRICE**	**EXTENDED PRICE**
			2026 CONTRACT STREET MAINTENANCE - PATTERSON CURB RAMPS		454,265.00
				Total	454,265.00

Approved:

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

Docusign Envelope ID: 332ABC70-3465-8C8A-804C-2B6FEC22DD0A

NOTICE TO PROCEED

Date: November 12, 2026

Contractor: Agave Construction, LLC

Project: 2026 Contract Street Maintenance – Patterson Curb Ramps IFB-5997-26-DD

In accordance with the Contract dated November 5, 2026, the Contractor is hereby notified to begin work on the Project on or before November 23, 2026.

The date of final completion as determined is 60 Calendar Days from this Notice To Proceed.

CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Agave Construction, LLC

DocuSigned by:

By: Leo Pace

EAE66C04575E45A...

Print Name: Leo Pace

Title: President

Date: 11/13/2026

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

CITY OF GRAND JUNCTION, COLORADO

****

CONTRACT

This CONTRACT made and entered into this **5th day of November, 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 **Agave Construction, LLC** 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 – Patterson Curb Ramps (IFB-5997-26-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 – Patterson Curb Ramps IFB-5997-26-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: 738483A1-FC5E-8D95-8199-39DC0D11867F

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 **Four Hundred, Fifty-Four Thousand, Two Hundred, Sixty-Five and 00/100 Dollars ($454,265.00)**. 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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: DocuSigned by: Duane Hoff Jr., Contract Administrator – City of Grand Junction 11/9/2026
9F789E7D50F14BC...
Duane Hoff, Jr. Contracts Administrator Date

Agave Construction, LLC

By: DocuSigned by: Leo Pace 11/9/2026
EAE66C04575E45A...
Leo Pace, President Date

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

Purchasing Division

Invitation for Bid

IFB-5997-26-DD

2026 Contract Street Maintenance – Patterson Curb Ramps

Responses Due:

October 20, 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: 738483A1-FC5E-8D95-8199-39DC0D11867F

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..... 22

Section 4.0: Supplier's Bid Form……30
Price Bid Schedule…… . 32

Appendix

Attachment A: Bid Schedule
Attachment B: Locations and Quantities

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

Section 1.0. Administrative Information and Instructions

1.1 A.D.A Document Compliance Requirements: All work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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

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

Dolly Daniels; 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, October 7, 2026, at 10:00 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 to repair concrete curb ramps at intersections along Patterson Road from 30 Road to 27 ½ Road. All dimensions and Scope of Work shall be verified by Contractors prior to submission of bids. (See attached Quantities by Location)

1.6 Prequalification Requirement: Contractors submitting bids over $500,000 must be pre-qualified in accordance with the City's *"Contractors Prequalification Application*". All bids received by the specified time will be opened, but the City will reject bids over $500,000 from contractors who have not been prequalified. Application forms for prequalification are available by clicking the 🔗🔗 **Application Link** Call 970-256-4082 for additional information. Due to the time required to process applications, *all applications must be submitted no later than the application due date stated in the Solicitation document.*

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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 Patterson Curb Ramps IFB-5997-26-DD
Oct 20, 2026, 2:00 – 2:30 PM (America/Denver)
Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/609172077
You can also dial in using your phone.
Access Code: 609-172-077
United States: +1 (646) 749-3122
Join from a video-conferencing room or system.
Meeting ID: 609-172-077
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 609172077@67.217.95.2 or 67.217.95.2##609172077
Get the app now and be ready when your first meeting starts:
https://meet.goto.com/install

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

a. Examine the *Contract Documents* thoroughly.

b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;

c. Study and carefully correlate Offeror's observations with the *Contract Documents*, and;

d. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.

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

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

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

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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

a. More than one Bid is submitted for the same Work from an individual, Contractor, or corporation under the same or different name: and

b. Evidence of collusion among Offerors. Any participant in such collusion shall not receive recognition as an Offeror for any future Work of the Owner until such participant has been reinstated as a qualified Offeror.

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

Section 2.0. General Contract Terms and Conditions

2.1 The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement 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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

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

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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

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

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

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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

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

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

2.16. Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Sub-contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the 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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

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

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

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

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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

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

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

2.22. Bid Bond: Each Bid shall as a guaranty of good faith on the part of the Offeror be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a 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)

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

2.25. Liquidated Damages for Failure to Enter Into Contract: Should the Successful Offeror fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.

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

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **$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 shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages.

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other Contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other Contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.
The Contractor agrees that the City may use its own forces or hire other parties to obtain Final Completion of the Work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

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

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

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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

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

2.32. Field Orders: The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the Contract sum or time. The Contractor shall carry out such Field Orders promptly.

2.33. Uncovering & Correction of Work: The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

2.34 Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

2.35 Assignment: The Contractor shall not sell, assign, transfer or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.

2.36 Compliance with Laws: Offers must comply with all Federal, State, County, and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law.

2.37 Confidentiality: All information disclosed by the Owner to the Contractor for the purpose of the Work to be done or information that comes to the attention of the Contractor during the course of performing such Work is to be kept strictly confidential.

2.38 Conflict of Interest: No public official and/or City/County employee shall have interest in any Contract resulting from this Invitation for Bid.

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

2.40 Employment Discrimination: During the performance of any Work per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:

2.40.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.40.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

2.40.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.41 Affirmative Action: In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 “Affirmative Action/EEO.

2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Contractor certifies that it does not and will not during the performance of the Contract

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.

2.43. Ethics: The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.44. Failure to Deliver: In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in additional Work, materials and/or administration services necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.

2.45. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.

2.46. Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.

2.47. Independent Contractor: The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the 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;

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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 Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Contractor, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive, or conditional Bids.

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

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

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of the 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.

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

By submitting a Bid, each Offeror authorizes the Owner to perform such investigation of the Offeror as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Offeror and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Offeror and releases the party providing such information and the Owner from any and all liability to the Offeror as a result of such reference information so provided.
The Owner reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner's satisfaction.

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

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

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

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

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

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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

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

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

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

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

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

2.60. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

2.60.1. "Public project" is defined as:

(a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects.

(b) for which appropriate or expenditure of moneys may be reasonably expected to be $500,000.00 or more in the aggregate for any fiscal year

(c) except any project that receives federal moneys.

Section 3.0. Statement of Work

3.1 GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required to repair concrete curb ramps at intersections along Patterson Road from 30 Road to 27 ½ Road. All dimensions and Scope of Work shall be verified by Contractors prior to submission of bids. (See attached Quantities by Location)

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

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

3.2. PROJECT DESCRIPTION: The project generally consists of repairing concrete curb ramps at intersections along Patterson Road from 30 Road to 27 1/2 Road. This will bring these ramps within guidelines established by the Americans with Disabilities Act (ADA). This work includes the following approximate quantities:

1,465 Square Yards of Concrete remove and replace across 25 intersections

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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, October 7, 2026, at 10:00 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 Public Works – Engineering
Attn: Eric Rink, Project Manager
244 N. 7th St
Grand Junction, CO 81501

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

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

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

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

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

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

3.3.8 Contract: A binding Contract shall consist of: (1) the IFB and any amendments

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

3.3.9 Time of Completion: The scheduled time of Completion for the Project is **60 Calendar Days** from the starting date specified in the Notice to Proceed.

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

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

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

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

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

NONE

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

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

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

None

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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

3.3.17 Traffic Control: The Contractor shall provide and maintain traffic control in accordance with the approved Traffic Control Plan and the Manual on Uniform Traffic Control Devices. A Traffic Control Plan shall be prepared by the Contractor and reviewed by the City two days prior to the pre-construction meeting.

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

3.3.19 Quality Control Testing: Contractor shall perform Quality Control (QC) testing. The City will perform necessary Quality Assurance (QA) testing.

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

- Traffic Control Plans
- Project Schedule
- Concrete Mix Design
- Class 6 Aggregate Base
- Inlet Protection
- Concrete Washout

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

3.3.22 Fugitive Petroleum or Other Contamination: It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with this Project.

3.3.23 Excess Material: All excess materials shall be disposed of in accordance with General Contract Condition Section 50.

3.3.24 Existing Utilities and Structures: Utilities were **not** potholed during design of this Project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Conditions Section 37.

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

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

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

- N/A

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

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

2E. Concrete Sidewalk, Curb, and Gutter

3.4. SCOPE OF WORK:

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-2 SECTION 207 – RESTORE LANDSCAPING

Section 207 of the Standard Specifications is hereby revised for this project as follows:

Subsection 207.07, add the following:

All landscaping adjacent to concrete installation shall be restored to its original form. This Work shall include, but may not be limited to topsoil edge treatment, landscape rock/mulch removal and replacement and sprinkler removal and replacement.

It shall be the Contractor's responsibility to verify all sprinklers are in working order prior to any Work being performed. It is recommended preconstruction photos be taken prior to construction.

Add the following to subsection:

Pay Item	Pay Unit
Restore landscaping	Lump Sum

SP-3 SECTION 208 – EROSION CONTROL

For inlet protection along Major Arterial or Collector Street sections the only approved inlet protections shall be a filter sock.

Add the following to this subsection:

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

208.05(n) Add the Following:
Concrete Washout Structure:
Water for clean-up of equipment used in the mixing or distribution of concrete shall not be discharged to any storm water facilities, drain ways, or deposited into any open fields. The waste water used shall either be wasted on an open excavation area or in an onsite detention facility for future disposal
Subsection 208.08 Payment for Best Management Practices.

The disposal of wash water shall be considered incidental to the concrete and will not be measured or paid for separately.

Add the following to this subsection:

Pay Item	**Pay Unit**
Erosion Control (Complete in Place)	Lump Sum

The lump sum price for Erosion Control (complete in place) shall be in full compensation for the Erosion Control Supervisor and all materials, labor and equipment required to furnish, install, maintain, remove, and dispose of erosion and settlement control features and Best Management Practices (BMP's) in accordance with the Stormwater Management Plan (SWMP), State and local permits, and the Contract documents.

Erosion Control (Complete in Place) shall include storm drain inlet protection and the concrete washout structure.

SP-4 SECTION 601 – STRUCTURAL CONCRETE

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Subsection 601.02, Classification:

CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:

- 4,500 PSI Compressive at 28 Days
- 6% air ±1.5%
- Slump per approved mix design +/- 1.5 inches
- Maximum Water Cement Ratio no greater than 0.45.

Subsection 601.06, Batching:

This CDOT Specification has been added to this Project:

The Contractor shall furnish a batch ticket (delivery ticket) with each load for all concrete. Concrete delivered without a batch ticket containing complete information as specified shall be rejected. The Contractor shall collect and complete the batch ticket at the placement site and deliver all batch tickets to the Engineer or its representative at the end of each day. The Engineer or its representative shall have access to the batch tickets at any time during the placement. The following information shall be provided on each ticket:

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

1. Suppliers name and date
2. Truck number
3. Project name and location
4. Concrete class and designation number
5. Cubic yards batched
6. Type, brand, and amount of each admixture
7. Type, brand, and amount of cement and fly ash
8. Weights of fine and course aggregates
9. Moisture of fine and course aggregates
10. Gallons of batch water

The Contractor shall add the following information to the batch ticket at time of placement:

1. Gallons of water added by the truck operator
2. Number of revolutions of the drum for mixing
3. Discharge time

SP-5 SECTION 608 – CURBS, GUTTERS, SIDEWALKS, AND TRAILS

Section 608 of the Standard Specifications is hereby revised for this project as follows: Subsections 608.06, Basis of Payment shall include the following:

The Contract Unit Price for the various concrete items shall be full compensation for all equipment, labor, materials, and incidentals required for the complete installation. Incidental items include subgrade compaction, cutting and removal of asphalt in areas where concrete will be installed; removal of existing concrete, removal of existing base course, disposal of excavated and removed materials; furnishing, placement and compaction of Aggregate Base Course; forming, furnishing and placement, finishing, curing and protection of the concrete; reinforcing steel and joint filler.

SP-6 SECTION 630 - CONSTRUCTION ZONE TRAFFIC CONTROL

Subsection 630.09, Traffic Control Plan, shall include the following:

The following guidelines and limitations shall apply to the traffic control:

1. Two-way traffic shall be maintained on all streets (unless otherwise approved).
2. Concrete activities shall be coordinated so that concrete trucks and other vehicles do not block the traffic lanes.
3. All incidental costs shall be included in the original Contract price for the Project. Flagging shall be considered incidental and included in Traffic Control (Complete in Place).
4. Sidewalks that are obstructed or under construction shall be barricaded, as required for pedestrian safety.

3.5 Attachments:

A: Bid Schedule
B: Locations and Quantities

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

- Contractor's Bid Form
- Price Bid Schedule

3.7 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on	September 30, 2026
Non-Mandatory Pre-Bid Meeting	October 7, 2026, 10:00 AM
Inquiry deadline, no questions after this date	October 12, 2026, 5:00 PM
Prequalification Filing Complete	October 12, 2026
Addendum Posted	October 14, 2026
Submittal deadline for bids	October 20, 2026, 2:00 PM
City Council Approval	November 4, 2026
Notice of Award & Contract execution	November 5, 2026
Bonding & Insurance Cert due	November 10, 2026
Preconstruction meeting	TBD
Work begins no later than	Receipt of Notice to Proceed
Final Completion	60 Calendar Days from Notice to Proceed

City Observed Holidays:

Veterans Day	November 11, 2026
Thanksgiving	November 26-27, 2026
Christmas	December 25, 2026
New Years Day	January 1, 2027

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5997-26-DD "Contract Street Maintenance - Patterson Curb Ramps"

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: 738483A1-FC5E-8D95-8199-39DC0D11867F

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: 738483A1-FC5E-8D95-8199-39DC0D11867F

Bid Schedule: 2026 Contract Street Maintenance - Patterson Curb Ramps

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	207	Restore Landscaping	Lump	Sum	- - -	$ _____
2	208	Erosion Control (Complete in Place)	Lump	Sum	- - -	$ _____
3	401	Hot Mix Asphalt (Patching)(6" thick)(SX75, 64-22) to include 6" of Aggregate Base Course (Class 6)	111.	SY	$ _____	$ _____
4	608	Detectable Warning (Wet Set)(Cast Iron)(2'x2' panels)	106.	EA	$ _____	$ _____
5	620	Sanitary Facility	Lump	Sum	- - -	$ _____
6	626	Mobilization	Lump	Sum	- - -	$ _____
7	630	Traffic Control (Complete In Place)	60.	Days	$ _____	$ _____
8	608/304	Concrete Ramp (CDOT Standard Details) to Include 6" of Class 6 Aggregate Base Course)	1,465.	SY	$ _____	$ _____
9	608/304	Concrete Sidewalk 4" Thickness to Include 6" of Class 6 Aggregate Base Course	450.	SY	$ _____	$ _____
10	608/304	Remove Existing Concrete and Base	1,910.	SY	$ _____	$ _____
MCR		Minor Contract Revisions	- - -	- - -	- - -	$ 50,000.00

Bid Amount: **$** _____

Bid Amount:

_____ **dollars**

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

2026 Contract Street Maintenance - Patterso

Item No.	CDOT, City Ref.	Description	Hudson Bay Dr	Placer St	Darby Dr	Broken Spoke Rd	Pioneer Rd	E Greenfield Cir	Rio Grande Dr	Colanwood St	29 3/8 Rd	29 1/4 Rd	Redwing Ln	Cris Mar St	Partee Dr	2915 East Entrance	2915 West Entrance	E Indian Creek Dr	Belhaven Way (E Side Only)	W Indian Creek Dr	28 3/4 Rd	E Park Ave	28 Rd	Santa Fe Dr	Mante Heights Dr	Mount View Dr	El Corona Dr
1	207	Restore Landscaping																									
2	208	Erosion Control (Complete in Place)																									
3	401	Hot Mix Asphalt (Patching)(6" thick)(SX75, 64-22) to include 6" of Aggregate Base Course (Class 6)	2.	2.	2.	2.	2.	2.	2.	2.	2.	2.	2.	2.	2.	15.	2.	2.	2.	2.	2.	2.	50.	2.	2.	2.	2.
4	608	Detectable Warning (Wet Set)(Cast Iron)(2'x2' panels)	4.	4.	4.	4.	4.	4.	4.	4.	8.	4.	4.	4.	4.	4.	8.	4.	2.	8.	4.	4.	4.	4.	4.	2.	2.
5	620	Sanitary Facility																									
6	626	Mobilization																									
7	630	Traffic Control (Complete In Place)	2.	2.	2.	2.	2.	2.	2.	2.	4.	2.	2.	2.	2.	2.	4.	2.	2.	4.	2.	2.	6.	2.	2.	2.	2.
8	608/304	Concrete Ramp (CDOT Standard Details) to Include 6" of Class 6 Aggregate Base Course)	60.	60.	80.	30.	30.	50.	70.	20.	125.	30.	40.	30.	65.	70.	50.	40.	30.	125.	70.	70.	50.	70.	75.	45.	80.
9	608/304	Concrete Sidewalk 4" Thickness to Include 6" of Class 6 Aggregate Base Course	5.	5.	5.	5.	5.	5.	5.	5.	5.	5.	5.	5.	5.	5.	5.	5.		5.	5.		350.	5.			5.
10	608/304	Remove Existing Concrete and Base	65.	65.	85.	35.	35.	55.	50.	25.	130.	35.	45.	35.	70.	90.	55.	45.	30.	125.	70.	65.	450.	65.	70.	35.	80.

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

CITY OF Grand Junction COLORADO
PURCHASING DIVISION

ADDENDUM NO. 1

DATE: October 12, 2026
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2026 Contract Street Maintenance Patterson Curb Ramps IFB-5997-26-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:

CLARIFICATION: The extended section of monolithic curb, gutter, sidewalk on the north side of Patterson near 28 Road will be straight graded at approximately 0.5%, as originally constructed. There was discussion at the pre-bid meeting about alternative designs, but the City has decided not to pursue any changes.

1. **Question:** Is there a bid bond form that the city would like used or just the standard form from our surety?
   Answer: Please use your standard surety form.

2. **Question:** Does fiber need to be included in the concrete mix?
   Answer: There is not a fiber requirement in the specification

3. **Question:** Will we need to complete compaction testing on the subgrade material?
   Answer: QA (acceptance) testing is conducted by the City. If QA tests regularly show low compaction, QC (process control) test results will be asked for prior to sending QA on-site.

4. **Question:** Is concrete testing expected daily or every certain amount of CY?
   Answer: Testing schedule is outlined in the Standard Specifications for Road and Bridge Construction, on page R&B 3. QA tests are typically done daily with this type of work, but exact QA schedule is determined by the City. Unless over 100 CY are placed in a day, typically there is 1 set of tests per day.

5. **Question:** Can you please confirm that there is a 1-year warranty?
   Answer: Warranty is addressed by Section XI of the General Contract Provisions as follows: "The Warranty Period is one year after the date of Final Completion and Acceptance unless specified otherwise in the Special Conditions. If only a portion of the Work is defective, the Warranty shall be extended for an additional one-year period following Acceptance of the correction, repair or replacement of the portion or segment of the Work."

6. **Question:** Will there be form inspections completed by the city?
   Answer: The City prefers to inspect forms but does not mandate it if it would mean a schedule impact.

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: 738483A1-FC5E-8D95-8199-39DC0D11867F

CITY OF Grand Junction COLORADO

NOTICE OF AWARD

Date: November 5, 2026

Company: Agave Construction, LLC

Project: 2026 Contract Street Maintenance – Patterson Curb Ramps IFB-5997-26-DD

You have been awarded the City of Grand Junction Contract for the 2026 Contract Street Maintenance – Patterson Curb Ramps (IFB-5997-26-DD) in the amount of **$454,265.00**.

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: Agave Construction, LLC

By: DocuSigned by:
Leo Pace
EAE66C04575E45A...

Title: President

Date: 11/9/2026

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

4. Contractor's Bid Form

Bid Date: 10-20-26

Project: IFB-5997-26-DD "Contract Street Maintenance - Patterson Curb Ramps"

Bidding Company: Agave Construction, LLC

Name of Authorized Agent: Leo Pace

Email leo@agave-construction.com

Telephone (970) 640-3237 **Address** 623 25 Rd

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 N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 1.

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: Agave Construction, LLC

Authorized Signature: Leo Pace

Title: President

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

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

Name & address of Sub-Contractor	Description of Work to be performed	% of Contract
None		

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: 738483A1-FC5E-8D95-8199-39DC0D11867F

Bid Schedule: 2026 Contract Street Maintenance - Patterson Curb Ramps

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	207	Restore Landscaping	Lump	Sum	---	$ 6,250.00
2	208	Erosion Control (Complete in Place)	Lump	Sum	---	$ 6,000.00
3	401	Hot Mix Asphalt (Patching)(6" thick)(SX75, 64-22) to include 6" of Aggregate Base Course (Class 6)	111.	SY	$ 120.00	$ 13,320.00
4	608	Detectable Warning (Wet Set)(Cast Iron)(2'x2' panels)	106.	EA	$ 200.00	$ 21,200.00
5	620	Sanitary Facility	Lump	Sum	---	$ 500.00
6	626	Mobilization	Lump	Sum	---	$ 30,000.00
7	630	Traffic Control (Complete In Place)	60.	Days	$ 1,000.00	$ 60,000.00
8	608/304	Concrete Ramp (CDOT Standard Details) to Include 6" of Class 6 Aggregate Base Course)	1,465.	SY	$ 103.00	$ 150,895.00
9	608/304	Concrete Sidewalk 4" Thickness to Include 6" of Class 6 Aggregate Base Course	450.	SY	$ 67.00	$ 30,150.00
10	608/304	Remove Existing Concrete and Base	1,910.	SY	$ 45.00	$ 85,950.00
MCR		Minor Contract Revisions	---	---	---	$ 50,000.00
				Bid Amount:		**$ 454,265.00**

Bid Amount: Four hundred fifty four thousand, two hundred sixty five **dollars**

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Agave Construction, LLC
623 25 Road
Grand Junction, CO 81505

SURETY:
(Name, legal status and principal place of business)
United Casualty and Surety Insurance Company
303 Congress Street, Suite 502
Boston, MA 02210

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)
City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501

BOND AMOUNT: FIVE Percent of Amount Bid Penal Sum Not to Exceed Thirty Five Thousand and 00/100 Dollars (5% NTE $35,000.00)

PROJECT:
(Name, location or address, and Project number, if any)
IFB-5997-26-DD, 2026 Contract Street Maintenance-Patterson Curb Ramps

Project Number, if any:
IFB-5997-26-DD

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 20th day of October , 2026 .

	Agave Construction, LLC
	(Principal) *(Seal)*
(Witness)	Vice Pres - President
	(Title)
	United Casualty and Surety Insurance Company
	(Surety) *(Seal)*
(Witness)	*(Title)* Stefan E. Tauger, Attorney In Fact

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved.

Docusign Envelope ID: 738483A1-FC5E-8D95-8199-39DC0D11867F

ucs

POWER OF ATTORNEY

172158

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

Jeffery L. Booth, Jason S. Centrella, James E. Feldner, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger
Melanie J. Stokes, Alicia Anne Suarez, Alane Skaff

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** Three Million Seven Hundred Fifty Thousand & 00/100 Dollars ($3,750,000.00). This Power of Attorney shall expire without further action on December 31st, 2026.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1st day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 13th day of January, 2025

UNITED CASUALTY AND SURETY INSURANCE COMPANY
US Casualty and Surety Insurance Company
United Surety Insurance Company

Corporate Seals

R. Kyle Fowler
R. Kyle Fowler, Treasurer

Commonwealth of Massachusetts
County of Suffolk ss:

On this 13th day of January, 2025, before me, Colleen A. Cochrane, a notary public, personally appeared, R. Kyle Fowler, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.
WITNESS my hand and seal.

(Seal)
Notary Public Commission Expires: 10/27/2028

COLLEEN A. COCHRANE
Notary Public, Commonwealth of Massachusetts
My Commission Expires 10/27/2028

I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Boston, Massachusetts this 20th day of October, 2026.

Corporate Seals

Robert F. Thomas, President

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: **CONFIRMBOND@UNITEDCASUALTY.COM**

AGAVCON-01 MHOFF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2026

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 License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222	CONTACT NAME: Margaret Gallegos PHONE (A/C, No, Ext): (720) 207-2329 FAX (A/C, No): (866) 243-0727 E-MAIL ADDRESS: Margaret.Gallegos@hubinternational.com
INSURED Agave Construction, LLC 880 21 1/2 Rd Grand Junction, CO 81505-1201	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Selective Insurance Company of South Carolina — 19259 INSURER B : Pinnacol Assurance Company — 41190 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	S 2325567	5/10/2026	5/10/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	S 2325567	5/10/2026	5/10/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			S 2325567	5/10/2026	5/10/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	4192296	5/1/2026	5/1/2027	X 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)

City of Grand Junction is an additional insured under General Liability and Automobile Liability. A waiver of subrogation in favor of the additional insured is applicable to General Liability, Automobile Liability and Workers Compensation. Umbrella Liability follows form.

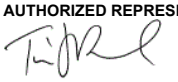
CERTIFICATE HOLDER

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



© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD