

## NOTICE TO PROCEED

Date: April 2, 2010  
Contractor: Martinez Western Constructors, Inc.  
Project: D Road Bridge Replacement Project

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In accordance with the contract dated March 16, 2010, the Contractor is hereby notified to begin work on the Project on or before April 12, 2010. The time of completion shall be 130 calendar days from the stated beginning date.

The date of completion as determined from the stated date and time is August 19, 2010.

### CITY OF GRAND JUNCTION, COLORADO

  
\_\_\_\_\_  
Lee Cooper, Project Engineer

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### CONTRACTOR ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Martinez Western Constructors, Inc.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



PUBLIC WORKS & PLANNING

**NOTICE OF AWARD**

Date: March 16, 2010

Contractor: Martinez Western Constructors  
From: City of Grand Junction  
Department of Public Works and Planning

  
\_\_\_\_\_  
Lee Cooper, Project Engineer

Project: **D Road Bridge Replacement**

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The City of Grand Junction has considered the Bid submitted by the Contractor for the Project, in response to the Invitation to Bid.

The Contractor is hereby notified that the Bid received from the Contractor for the Project in the amount of \$582,850.57 was accepted by the Grand Junction City Council on March 15, 2010. The Contractor is hereby awarded all or portions of the Project described as: the entire project as itemized in the Bid Schedule in the Bid Form.

The Contractor is required to execute and submit four (4) copies of the Contract and submit two (2) copies each of the Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of the date of this Notice of Award. If the Contractor fails to execute the Contract and furnish the Bonds and Certificates within ten (10) calendar days, the City shall be entitled to forfeiture of the Bid Guaranty to the City. The City shall also be entitled to such other rights as may be granted by law or the Contract Documents.

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**CONTRACTOR ACKNOWLEDGMENT**

Receipt of this Notice to Award is hereby acknowledged:

Contractor: Martinez Western Constructors

By:  \_\_\_\_\_

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

Date: 3/16/10 \_\_\_\_\_

The Contractor is required to return an acknowledged copy of this Notice of Award to the City.

CITY OF GRAND JUNCTION, COLORADO  
DEPARTMENT OF PUBLIC WORKS AND PLANNING  
ENGINEERING DIVISION

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**CONTRACT**

This CONTRACT made and entered into this 16th day of March, 2010 by and between the **City of Grand Junction, Colorado**, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and **Martinez Western Constructors** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City advertised that sealed Bids 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 **D Road Bridge Replacement**.

WHEREAS, the Contract has been awarded to the above named Contractor by the City, 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:

- Standard Contract Documents For Capital Improvements Construction (latest edition), completed and signed, as appropriate, by the required parties;
- Bid Documents for the Project; **D Road Bridge Replacement**.
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

## ARTICLE 2

Definitions: The definitions provided in the General Contract Conditions 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 Notice of Award.

## 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 a written Notice to Proceed from the City, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Special Conditions. 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 City as set forth in the Special Conditions. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the City the amounts specified in the Special Conditions.

## 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 this Contract and the Contract Documents, the sum of **Five Hundred Eight-Two Thousand Eight Hundred Fifty Dollars and Fifty-Seven Cents (\$582,850.57)**. 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 City at the unit prices quoted in the Bid Form. The amount of the Contract Price is and has heretofore been appropriated by the City Council of the City of Grand Junction 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 City. The City 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 City provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made. Written assurance shall be provided in the form of a letter signed by the Public Works Director and certified by the Financial Operations Manager.

Unless otherwise provided in the Special Conditions, 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 City in accordance with the General Contract Conditions.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the City shall publish at least twice in a newspaper of general circulation published in the City a notice that: 1. the City has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefor; 3. thirty days after the first publication, specifying the exact date, the City 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 (100%) of the Contract Price set forth in Article 5. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the City at the lowest sum that fulfills all conditions of the Contract.

#### ARTICLE 7

Contract Binding: The City and the Contractor each binds 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 City and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the City 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 City.

#### 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 effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

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

The Contract is executed in four counterparts.

**THE CITY OF GRAND JUNCTION, COLORADO**

By: [Signature] Purchasing Manager      3/26/10 Date

ATTEST:

SEAL:

By: Stephanie Yun City Clerk



**Martinez Western Constructors  
718 Railroad Avenue  
Rifle CO 81650  
970/989-5358**

By: [Signature] Title V.P.      3/25/10 Date

ATTEST:

CORPORATE SEAL:

By: [Signature] President  
Title



then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the Work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 18th day of March, 2010.

CONTRACTOR: Martinez Western Constructors, Inc.

By: [Signature]

Title: V.P.

ATTEST: [Signature]

Secretary

SURETY: Washington International Insurance Company

By: Ashley K. Bryant

Title: Ashley K. Bryant / Attorney-in-Fact

(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)





PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract Documents, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase or decrease in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 18th day of March, 2010.

CONTRACTOR: Martinez Western Constructors, Inc.

By: [Signature]  
Title: V.P.

ATTEST: [Signature]  
Secretary

SURETY: Washington International Insurance Company

By: Ashley K Bryant  
Title: Ashley K. Bryant / Attorney-in-Fact

(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

EILEEN A. BLANCHARD, TIMOTHY J. BLANCHARD, ANITA C. KELLER, VIRGINE KORNBLUTH and ASHLEY K. BRYANT

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



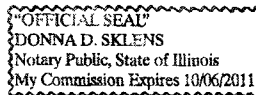
By [Signature] David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of April, 2009.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 1st day of April, 2009, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of March, 2010.

[Signature] James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/24/2010

PRODUCER Phone: 970-625-1689 Fax: 970-625-1115

**JACK SOURS**  
**RIFLE INSURANCE AGENCY**  
 PO BOX 1700  
 RIFLE CO 81650

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURED  
**MARTINEZ WESTERN CONSTRUCTORS, INC**  
 718 RAILROAD AVE  
 RIFLE CO 81650

INSURER A: **Pinnacol Assurance**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		<b>GENERAL LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
		<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident)	\$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
		<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		<b>EXCESS / UMBRELLA LIABILITY</b>				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
							\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<b>4026678</b>	<b>07/01/09</b>	<b>07/01/10</b>	WC STATUTORY LIMITS	OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
		<b>OTHER</b>					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS****CONCRETE & EXCAVATION**

Project: City of Grand Junction D Road Bridge Replacement

**CERTIFICATE HOLDER**

City of Grand Junction  
 Care of Mesa County Building Dept  
 P O Box 20000  
 Grand Junction CO 815025005  
 Attention:

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jack Soures, jsours@sopris.net

ACORD 25 (2009/01)

Certificate # 41821

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# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/18/2010

PRODUCER <b>HUB International Ins Svcs Inc</b> 2742 Crossroads Blvd Grand Junction, CO 81506 970 245-8011	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED <b>Martinez Western Constructors</b> 718 Railroad Ave Rifle, CO 81650	INSURER A: <b>Employers Mutual Casualty Compa</b>	<b>21415</b>
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**


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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	2X7969310	10/27/2009	10/27/2010	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2X7969310	10/27/2009	10/27/2010	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	2X7969310	10/27/2009	10/27/2010	EACH OCCURRENCE	\$5,000,000
						AGGREGATE	\$5,000,000
							\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
**Re: D Road Bridge Replacement. Mesa County is additional insured as regards general liability**

<b>CERTIFICATE HOLDER</b> Mesa County PO Box 20000 Grand Junction, CO 81502	<b>CANCELLATION 10 Days for Non-Payment</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Robert L. Macko</i>
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## ADDENDUM #1

DATE: February 24, 2010  
OWNER: City of Grand Junction  
FROM:   
Lee Cooper, Project Engineer  
PROJECT: **D Road Bridge Replacement Project**

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This addendum shall be a part of the Contract Documents for the above project and is hereby made effective on the date shown above. All other terms and conditions of the contract documents not addressed in this addendum shall remain unchanged.

The bidder shall acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the bidder to disqualification.

1. **Revision #1** applies to the **Bid Schedule** within the D Road Bridge Replacement Project Bid Documents.

Replace the Bid Schedule provided in the Bid Documents with the Bid Schedule attached to this Addendum #1.

The quantities for Pay Item #24, Steel H-Piling (HP 12x53), and Pay Item #42, Prestressed Concrete Slabs, have changed and are shown on the attached Bid Schedule. Also, Pay Item #50, Variable Message Boards has been added to the Bid Schedule.

-- End Addendum #1 --

# Bid Schedule: D Road Bridge Replacement Project

## Addendum #1

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	201	Clearing and Grubbing (Includes Tree and Bush Removal within the boundary shown on the Construction Plans)	0.22	Acre	\$ _____	\$ _____
2	202	Removal of Asphalt Mat	945.	Sq. Yd.	\$ _____	\$ _____
3	202	Removal of Ground Sign (Contractor shall remove sign and post and return to the City's Traffic Department)	4.	Each	\$ _____	\$ _____
4	202	Remove Existing Bridge and Appurtenances (Includes protecting No Thoroughfare Wash from falling bridge debris entering into the water)	1.	Lump Sum	\$ _____	\$ _____
5	203	Unclassified Excavation (Complete in Place) (Roadway)	500.	Cu. Yd.	\$ _____	\$ _____
6	206	Structure Excavation (Includes Contractors approved method for handling No Thoroughfare Wash and the canal waste water, and final channel grading per plans)	1,600.	Cu. Yd.	\$ _____	\$ _____
7	206	Structure Backfill (CDOT Class 1)	1,000.	Cu. Yd.	\$ _____	\$ _____
8	208	Concrete Washout Facility	1.	Lump Sum	\$ _____	\$ _____
9	208	Silt Fence	575.	Lin. Ft.	\$ _____	\$ _____
10	208	Stabilized Construction Entrance (Includes rock & Class B Geotextile)	2.	Each	\$ _____	\$ _____
11	208	Straw Erosion Log (8" dia. Minimum)	250.	Lin. Ft.	\$ _____	\$ _____
12	209	Dust Abatement	70.	Day	\$ _____	\$ _____
13	210	Remove and Reset Residential Mailbox (2518 D Road Mailbox) (Location To Be Determined) (Final placement includes new 4"x4" treated wood support post placed in concrete)	1.	Each	\$ _____	\$ _____

# Bid Schedule: D Road Bridge Replacement Project

## Addendum #1

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
14	210	Reset Residential Fencing (Contractor shall carefully remove and stockpile resident's privacy fencing for installation towards the end of construction)	1.	Lump Sum	\$ _____	\$ _____
15	210	Reset Landscape Appurtenance (Includes railroad ties and decorative landscape rock)	1.	Lump Sum	\$ _____	\$ _____
16	210	Adjust Manhole Rim to Finish Grade	1.	Each	\$ _____	\$ _____
17	212	Seeding (Dryland Seed Mix) (Hydraulic Application at a rate of 25.5 lbs/acre)	0.2	Acre	\$ _____	\$ _____
18	212	Seeding (Wetland Seed Mix) (Hydraulic Application at a rate of 16.4 lbs/acre)	0.13	Acre	\$ _____	\$ _____
19	213	Mulching (Hydraulic Mulching) (Includes Wood Cellulose Fiber and Tackifier) (Apply in all areas receiving seeding operations)	0.33	Acre	\$ _____	\$ _____
20	216	Erosion Control Blanket (Installed on Roadway 2:1 Slopes) (Coconut/Straw Blend Blanket)	510.	Sq. Yd.	\$ _____	\$ _____
21	304	Aggregate Base Course (Class 6) (17.5-inches Thick)	975.	Sq. Yd.	\$ _____	\$ _____
22	306	Subgrade Reconditioning (12" Thick)	975.	Sq. Yd.	\$ _____	\$ _____
23	401	Hot Mix Bituminous Pavement (Grading SX) (75 Gyration) (PG 64-22) (5" Thick) (3" Bottom Lift, 2" Top Lift)	875.	Sq. Yd.	\$ _____	\$ _____
24	502	Steel H-Piling (HP 12x53)	320.	Lin. Ft.	\$ _____	\$ _____
25	502	Pile Tips	16.	Each	\$ _____	\$ _____
26	506	Rip-Rap (D <sub>50</sub> = 12") (Bank Protection) (12" Nominal Size Angular Rock)	30.	Cu. Yd.	\$ _____	\$ _____



# Bid Schedule: D Road Bridge Replacement Project

## Addendum #1

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
27	506	Rip-Rap (D <sub>50</sub> = 18") (Buried) (18" Nominal Size Angular Rock)	385.	Cu. Yd.	\$ _____	\$ _____
28	519	Thin Bonded Epoxy Overlay (Apply to Bridge Deck and Concrete Approach Aprons)	340.	Sq. Yd.	\$ _____	\$ _____
29	601	Concrete, Class D (Bridge) (Includes Concrete Approach Aprons, Bridge Sidewalks, Curbing, Decking, Wingwalls, and Abutement Walls)	340.	Cu. Yd.	\$ _____	\$ _____
30	601	Structural Concrete Coating (Sand Beige, Federal Standard 595B, Color No. 30450) (Rustication Strip = Dark Brown, Federal Standard 595B, Color No. 30117)	290.	Sq. Yd.	\$ _____	\$ _____
31	602	Reinforcing Steel (Grade 60)	18,600.	Pound	\$ _____	\$ _____
32	602	Reinforcing Steel (Epoxy Coated) (Grade 60)	8,500.	Pound	\$ _____	\$ _____
33	606	Bridge Rail, Type 10 Combination	112.	Lin. Ft.	\$ _____	\$ _____
34	606	Guard Rail, Type 3 (7' Wood Posts)	250.	Lin. Ft.	\$ _____	\$ _____
35	606	End Anchorage, Type 3K (7' Wood Posts)	4.	Each	\$ _____	\$ _____
36	608	Monolithic Vertical Curb, Gutter and Sidewalk (7' Wide) (City Std. Detail C-02) (Class GV-B Concrete)	180.	Lin. Ft.	\$ _____	\$ _____
37	608	Concrete Intersection Corner (Includes NW & NE Corners) (Class GV-B Concrete)	80.	Sq. Yd.	\$ _____	\$ _____
38	608	Detectable Warning (Wet Set Cast Iron) (2'x4') (City Furnished)	2.	Each	\$ _____	\$ _____
39	609	Bituminous Curb - CDOT Curb Type 6 (Section M)	75.	Lin. Ft.	\$ _____	\$ _____

# Bid Schedule: D Road Bridge Replacement Project

## Addendum #1

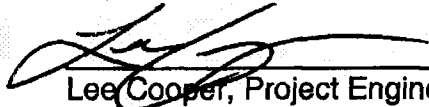
Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
40	609	Bituminous Ramps (Slope Ramps at 1" per foot) (Tie into Southside Bridge Sidewalks)	2.	Each	\$ _____	\$ _____
41	613	4" Conduit, (SCH 40 PVC) (Includes 45-deg. Sweep Elbows)	264.	Lin. Ft.	\$ _____	\$ _____
42	618	Prestressed Concrete Slabs (Includes threaded inserts and 5/8" all-thread support rods)	2,583.	Sq. Ft.	\$ _____	\$ _____
43	620	Sanitary Facility	1.	Each	\$ _____	\$ _____
44	625	Construction Surveying (Includes Surveying for both the bridge and the roadway improvements)	1.	Lump Sum	\$ _____	\$ _____
45	626	Mobilization	1.	Lump Sum	\$ _____	\$ _____
46	629	Survey Monumentation (Complete in Place)	2.	Each	\$ _____	\$ _____
47	630	Traffic Control Plan	1.	Lump Sum	\$ _____	\$ _____
48	630	Traffic Control (Complete in Place)	1.	Lump Sum	\$ _____	\$ _____
49	630	Flagging	40.	Hour	\$ _____	\$ _____
50	630	Variable Message Boards (Two Signs Total Placed on South Redlands Road) (Project Engineer will work with Traffic Control Company on location for VMS boards)	130.	Day	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>50,000.00</u>

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

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

**dollars**

## ADDENDUM #2

DATE: February 26, 2010  
OWNER: City of Grand Junction  
FROM:   
Lee Cooper, Project Engineer  
PROJECT: **D Road Bridge Replacement Project**

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This addendum shall be a part of the Contract Documents for the above project and is hereby made effective on the date shown above. All other terms and conditions of the contract documents not addressed in this addendum shall remain unchanged.

The bidder shall acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the bidder to disqualification.

1. **Revision #1** applies to the **Bid Schedule** within the D Road Bridge Replacement Project Bid Documents.

Replace the Bid Schedule provided in Addendum #1 with the Bid Schedule attached to this Addendum #2.

The Pay Item #46, Survey Monumentation (Complete in Place), has been removed from the Bid Schedule in Addendum #2. If Survey Monuments and/or Property Boundary Pins are found during construction, the cost for resetting these monuments/boundary pins will be paid for through the Minor Contract Revisions item.

-- End Addendum #2 --

# Bid Schedule: D Road Bridge Replacement Project

## Addendum #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	201	Clearing and Grubbing (Includes Tree and Bush Removal within the boundary shown on the Construction Plans)	0.22	Acre	\$ _____	\$ _____
2	202	Removal of Asphalt Mat	945.	Sq. Yd.	\$ _____	\$ _____
3	202	Removal of Ground Sign (Contractor shall remove sign and post and return to the City's Traffic Department)	4.	Each	\$ _____	\$ _____
4	202	Remove Existing Bridge and Appurtenances (Includes protecting No Thoroughfare Wash from falling bridge debris entering into the water)	1.	Lump Sum	\$ _____	\$ _____
5	203	Unclassified Excavation (Complete in Place) (Roadway)	500.	Cu. Yd.	\$ _____	\$ _____
6	206	Structure Excavation (Includes Contractors approved method for handling No Thoroughfare Wash and the canal waste water, and final channel grading per plans)	1,600.	Cu. Yd.	\$ _____	\$ _____
7	206	Structure Backfill (CDOT Class 1)	1,000.	Cu. Yd.	\$ _____	\$ _____
8	208	Concrete Washout Facility	1.	Lump Sum	\$ _____	\$ _____
9	208	Silt Fence	575.	Lin. Ft.	\$ _____	\$ _____
10	208	Stabilized Construction Entrance (Includes rock & Class B Geotextile)	2.	Each	\$ _____	\$ _____
11	208	Straw Erosion Log (8" dia. Minimum)	250.	Lin. Ft.	\$ _____	\$ _____
12	209	Dust Abatement	70.	Day	\$ _____	\$ _____
13	210	Remove and Reset Residential Mailbox (2518 D Road Mailbox) (Location To Be Determined) (Final placement includes new 4"x4" treated wood support post placed in concrete)	1.	Each	\$ _____	\$ _____

# Bid Schedule: D Road Bridge Replacement Project

## Addendum #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
14	210	Reset Residential Fencing (Contractor shall carefully remove and stockpile resident's privacy fencing for installation towards the end of construction)	1.	Lump Sum	\$ _____	\$ _____
15	210	Reset Landscape Appurtenance (Includes railroad ties and decorative landscape rock)	1.	Lump Sum	\$ _____	\$ _____
16	210	Adjust Manhole Rim to Finish Grade	1.	Each	\$ _____	\$ _____
17	212	Seeding (Dryland Seed Mix) (Hydraulic Application at a rate of 25.5 lbs/acre)	0.2	Acre	\$ _____	\$ _____
18	212	Seeding (Wetland Seed Mix) (Hydraulic Application at a rate of 16.4 lbs/acre)	0.13	Acre	\$ _____	\$ _____
19	213	Mulching (Hydraulic Mulching) (Includes Wood Cellulose Fiber and Tackifier) (Apply in all areas receiving seeding operations)	0.33	Acre	\$ _____	\$ _____
20	216	Erosion Control Blanket (Installed on Roadway 2:1 Slopes) (Coconut/Straw Blend Blanket)	510.	Sq. Yd.	\$ _____	\$ _____
21	304	Aggregate Base Course (Class 6) (17.5-inches Thick)	975.	Sq. Yd.	\$ _____	\$ _____
22	306	Subgrade Reconditioning (12" Thick)	975.	Sq. Yd.	\$ _____	\$ _____
23	401	Hot Mix Bituminous Pavement (Grading SX) (75 Gyration) (PG 64-22) (5" Thick) (3" Bottom Lift, 2" Top Lift)	875.	Sq. Yd.	\$ _____	\$ _____
24	502	Steel H-Piling (HP 12x53)	320.	Lin. Ft.	\$ _____	\$ _____
25	502	Pile Tips	16.	Each	\$ _____	\$ _____
26	506	Rip-Rap (D <sub>50</sub> = 12") (Bank Protection) (12" Nominal Size Angular Rock)	30.	Cu. Yd.	\$ _____	\$ _____

# Bid Schedule: D Road Bridge Replacement Project

## Addendum #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
27	506	Rip-Rap (D <sub>50</sub> = 18") (Buried) (18" Nominal Size Angular Rock)	385.	Cu. Yd.	\$ _____	\$ _____
28	519	Thin Bonded Epoxy Overlay (Apply to Bridge Deck and Concrete Approach Aprons)	340.	Sq. Yd.	\$ _____	\$ _____
29	601	Concrete, Class D (Bridge) (Includes Concrete Approach Aprons, Bridge Sidewalks, Curbing, Decking, Wingwalls, and Abutement Walls)	340.	Cu. Yd.	\$ _____	\$ _____
30	601	Structural Concrete Coating (Sand Beige, Federal Standard 595B, Color No. 30450) (Rustication Strip = Dark Brown, Federal Standard 595B, Color No. 30117)	290.	Sq. Yd.	\$ _____	\$ _____
31	602	Reinforcing Steel (Grade 60)	18,600.	Pound	\$ _____	\$ _____
32	602	Reinforcing Steel (Epoxy Coated) (Grade 60)	8,500.	Pound	\$ _____	\$ _____
33	606	Bridge Rail, Type 10 Combination	112.	Lin. Ft.	\$ _____	\$ _____
34	606	Guard Rail, Type 3 (7' Wood Posts)	250.	Lin. Ft.	\$ _____	\$ _____
35	606	End Anchorage, Type 3K (7' Wood Posts)	4.	Each	\$ _____	\$ _____
36	608	Monolithic Vertical Curb, Gutter and Sidewalk (7' Wide) (City Std. Detail C-02) (Class GV-B Concrete)	180.	Lin. Ft.	\$ _____	\$ _____
37	608	Concrete Intersection Corner (Includes NW & NE Corners) (Class GV-B Concrete)	80.	Sq. Yd.	\$ _____	\$ _____
38	608	Detectable Warning (Wet Set Cast Iron) (2'x4') (City Furnished)	2.	Each	\$ _____	\$ _____
39	609	Bituminous Curb - CDOT Curb Type 6 (Section M)	75.	Lin. Ft.	\$ _____	\$ _____

# Bid Schedule: D Road Bridge Replacement Project

## Addendum #2

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
40	609	Bituminous Ramps (Slope Ramps at 1" per foot) (Tie into Southside Bridge Sidewalks)	2.	Each	\$ _____	\$ _____
41	613	4" Conduit, (SCH 40 PVC) (Includes 45-deg. Sweep Elbows)	264.	Lin. Ft.	\$ _____	\$ _____
42	618	Prestressed Concrete Slabs (Includes threaded inserts and 5/8" all-thread support rods)	2,583.	Sq. Ft.	\$ _____	\$ _____
43	620	Sanitary Facility	1.	Each	\$ _____	\$ _____
44	625	Construction Surveying (Includes Surveying for both the bridge and the roadway improvements)	1.	Lump Sum	\$ _____	\$ _____
45	626	Mobilization	1.	Lump Sum	\$ _____	\$ _____
46	630	Traffic Control Plan	1.	Lump Sum	\$ _____	\$ _____
47	630	Traffic Control (Complete in Place)	1.	Lump Sum	\$ _____	\$ _____
48	630	Flagging	40.	Hour	\$ _____	\$ _____
49	630	Variable Message Boards (Two Signs Total Placed on South Redlands Road) (Project Engineer will work with Traffic Control Company on location for VMS boards)	130.	Day	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>50,000.00</u>

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

**Bid Amount:**

\_\_\_\_\_ dollars

## ADDENDUM #3

DATE: March 1, 2010

OWNER: City of Grand Junction

FROM:

  
\_\_\_\_\_  
Lee Cooper, Project Engineer

PROJECT: **D Road Bridge Replacement Project**

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This addendum shall be a part of the Contract Documents for the above project and is hereby made effective on the date shown above. All other terms and conditions of the contract documents not addressed in this addendum shall remain unchanged.

The bidder shall acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the bidder to disqualification.

1. This Addendum #3 has been issued to provide clarification for the Rip-Rap Pay Items #26 and #27. The Rip-Rap that shall be used on this Project shall meet the requirements set forth in CDOT Standard Specification #506. Rock that is rounded, sub-rounded and/or boulders will not be accepted for use as rip-rap protection on this Project. The City of Grand Junction expects hard, dense, durable, and angular rip-rap material.

-- End Addendum #3 --



## ADDENDUM #4

DATE: March 2, 2010

OWNER: City of Grand Junction

FROM:   
Lee Cooper, Project Engineer

PROJECT: **D Road Bridge Replacement Project**

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This addendum shall be a part of the Contract Documents for the above project and is hereby made effective on the date shown above. All other terms and conditions of the contract documents not addressed in this addendum shall remain unchanged.

The bidder shall acknowledge receipt of this addendum in the space provided in the Bid Form. Failure to do so may subject the bidder to disqualification.

1. This Addendum #4 has been issued to provide clarification for the Prestressed Concrete Slabs, Pay Item #42. The structural requirements and dimensions of the prestressed concrete slabs used by the Bidders shall be the same as what is called out for in the bridge construction drawings. Deviations in the prestressed concrete slabs from what is shown in the bridge plans will not be accepted by the City of Grand Junction.

-- End Addendum #4 --