

**CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION**

BID DOCUMENTS

FOR

Horizon Drive Roundabouts Potholing Project

IFB-3983-15-DH

Responses Due:

February 3, 2015 prior to 2:00pm
250 N. 5th Street
City Clerk's Office, Room #111
Grand Junction, CO 81501

Purchasing Representative:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org
970-244-1545



January, 2015

Book No. ____

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

BID DOCUMENTS
FOR
Horizon Drive Roundabouts Potholing Project

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BID INFORMATION

INVITATION TO BID

The City of Grand Junction will receive sealed bids at the Office of the City Clerk at City Hall, 250 North Fifth Street, Grand Junction, Colorado, 81501, prior to 2:00 p.m. on Tuesday, February 3, 2015 for the **Horizon Drive Roundabouts Potholing Project**. All bids will be opened and read aloud in the City Hall Auditorium immediately following the submittal deadline. The Project generally consists of potholing for existing underground utilities along Horizon Drive at the Interstate 70 interchange. This work includes all necessary equipment and labor for potholing existing underground utilities, backfilling the pothole and cold-mix asphalt. Currently, there are a total of 40 potholes planned.

The July, 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction," Plans, Specifications and other Bid Documents are available for review and download on the Bids page at www.gjcity.org.

For technical information on this Bid, contact Lee Cooper, Project Engineer at the Department of Public Works and Utilities (970-256-4155).

For Contractual information, please contact Duane Hoff, Jr., Buyer (970-244-1545).

There will be no pre-bid meeting.

The City Clerk's Office will stamp the date and mark the time received on all bids. Bids not received prior to the date and time indicated on the Invitation to Bid will not be considered. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder.

Each Bid shall be submitted on a form furnished by the City and must be accompanied by a certified check, cashier's check or Bid Bond in an amount not less than 5% of the amount of the Bid and made payable to the City of Grand Junction, Colorado. The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond, both in the amount of 100% of the total Contract amount, in conformity with the requirements of the Contract Documents and on forms provided by the City.

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff, Jr., Buyer

Published: The Daily Sentinel - January 25th, 2015

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

INSTRUCTIONS TO BIDDERS

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids and constitute a part of the *Contract Documents* and shall be strictly complied with.

1. Definitions and Terms. See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
2. Copies of Bid Documents. Complete sets of the *Bid Documents* are available for download on the City's website at http://www.gjcity.org/Purchasing_Information.aspx.

Complete sets of *Bid Documents* shall be used in preparing Bids; neither City nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of *Bid Documents*.

City and Engineer in making copies of *Bid Documents* available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. Prequalification of Bidders: Contractors submitting bids over \$50,000 must be prequalified in accordance with the City's "Rules and Procedures for Prequalification of Contractors." Application forms for prequalification are available at the Administration Office of the Department of Public Works and Utilities. Contractors who are currently prequalified with the Colorado Department of Transportation (CDOT) will meet the requirements for prequalification by the City, unless the City has information or basis to the contrary. Application forms for Contractor prequalification are available at the Administration Office of the Department of Public Works and Utilities, City Hall, 250 North 5th Street, Grand Junction, CO, 81501 or on the City's website at http://www.gjcity.org/Purchasing_Information.aspx.
4. Liquidated Damages for Failure to Enter Into Contract. Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.

5. Time of Completion. 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 Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents.
6. Examination of Contract Documents and Site. Before submitting a Bid, each Bidder shall:
 - 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. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
 - d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
 - e. Notify the Engineer of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents*

On request, the City will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Bidder's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Bidder deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Bidder shall be subject to prior approval of City and applicable agencies. Bidder 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 City reserves the right to require the Bidder to execute an access agreement with the City 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 City and the Engineer by the owners of such underground utilities or others, and the City does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the *Contract Documents*.

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

7. Interpretations. All questions about the meaning or intent of the *Contract Documents* shall be submitted to the Purchasing Supervisor in writing.

Written comments or questions must be received by the Purchasing Supervisor at least forty-eight (48) hours (excluding Saturdays, Sundays, and Holidays) prior to the time set for Bid Opening.

If questions received by the Engineer are deemed to be sufficiently significant and received sufficiently in advance of the Bid opening, an Addendum to the *Bid Documents* may be issued. Otherwise, a written copy of the question and decision or interpretation will be posted in the Engineer's office. It shall be the responsibility of each Bidder to make itself aware of all such posted questions and decisions or interpretations and, by submitting a Bid, each Bidder shall be conclusively be deemed to have such knowledge. After Bid Opening, all Bidders must abide by the decision of the Engineer as to all such decisions or interpretations. Bidders may not rely upon oral interpretations of the meaning of the plans, specifications or other bid documents and any oral or other interpretations or clarifications will be without legal force or effect.

8. Quantities of Work. 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. The City 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*.

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

10. Bid Guaranty. Each Bid shall as a guaranty of good faith on the part of the Bidder 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 in the form set forth in the *Bid Documents* executed 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 the City issues a Notice of Award, the apparent Successful Bidder has ten (10) Calendar Days to enter into a Contract in the form prescribed and to furnish the required Performance and Payment Bonds. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Bid Guaranties for all except the three lowest qualified Bids shall be returned within five (5) Working Days of Bid Opening. When the Successful Bidder files satisfactory Performance and Payment Bonds and Certificates of Insurance, the Bid Guaranties of the three lowest Bidders shall be returned.

Each bidder shall guaranty its total bid price for a period of sixty-five (65) Calendar Days from the date of the bid opening. Except for forfeiture due to reasons discussed above, Bid Guaranties of all Bidders shall be returned to them within sixty-five (65) Calendar Days from the date of Bid Opening.

11. Bid Form. The Bid Form, provided by the City, must be completed in ink or by typewriter.

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

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

All blank spaces in the Bid Form 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 seal must be affixed and attested by the secretary or an assistant secretary. 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 Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

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

12. Irregular Bids. A Bid will be considered irregular and may be rejected for the following reasons:
 - a. Submission of the Bid on forms other than those supplied by the City;
 - b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
 - c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
 - d. Failure to acknowledge receipt of any or all issued Addenda;
 - e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
 - f. Failure to list the names of Subcontractors used in the Bid preparation as required in the Bid Form;
 - g. Submission of a Bid that in the opinion of the City Purchasing Manager 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.
13. Submission of Bids. The completed Bid Form and Bid Guaranty shall be submitted at the time and place indicated in the Invitation to Bid and must be in a ten-inch by thirteen-inch opaque sealed envelope marked SEALED BID with the project title and the name and address of the Bidder.
14. Modification and Withdrawal of Bids Before Opening. Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to Bid Opening.

15. Opening of Bids. Bids will be opened and read aloud at the time and place stated in the Invitation to Bid. All Bidders, their representatives, and other interested parties are encouraged to attend the Bid Opening.

Within five (5) Working Days after Bid Opening, all Bids will be tabulated. The bid tabulation sheet(s) will be available to the public.

16. Disqualification of Bidders. A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the City, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable.

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

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

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
 - b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the City until such participant has been reinstated as a qualified bidder.
17. Withdrawal of Bids After Opening. No Bid may be withdrawn by any bidder for sixty-five (65) Calendar Days after the Bid Opening.
18. Evaluation of Bids and Bidders. The City reserves the right to:
- reject any and all Bids,
 - waive any and all informalities,
 - negotiate final terms with the Successful Bidder, 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 City 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 City.

The City 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 Bidders, proposed Subcontractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

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

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

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

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

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

19. Award of Contract. Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

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

20. Insurance. The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

The Contractor shall file four (1) copy of the policies or Certificates of Insurance acceptable to the City with the Purchasing Supervisor within ten (10) Calendar Days after issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.

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. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
22. 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.
23. Preconstruction Meeting. Prior to the commencement of construction activities, a preconstruction meeting shall be held which shall include the Contractor, representatives of the City, utility companies and others effected by or involved in the project. Attendance by the Contractor is mandatory.
24. Pre-Bid Meeting. See the Special Conditions for details of pre-bid meeting (if any).

BID FORMS

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

BID FORM
FOR
Horizon Drive Roundabouts Potholing Project

TO: The City of Grand Junction
Department of Public Works and Utilities
250 North Fifth Street
Grand Junction, Colorado 81501-2668

The undersigned Bidder, having thoroughly examined the Construction Drawings, Specifications, and other Bid Documents; having investigated the location of, and conditions affecting the proposed work, and being acquainted with and fully understanding the extent and character of the Work covered by this Bid; and all other factors and conditions affecting or which may be affected by the Work:

HEREBY PROPOSES and agrees, if this Bid is accepted, to enter into a Contract with the City on the form included in the *Contract Documents* and to furnish all required materials, tools, equipment, and plant; to perform all necessary labor and superintendence; and to undertake and complete the Work or approved portions thereof, in full accordance with and in conformity with the Construction Drawings, Specifications, and all other Contract Documents hereto attached or by reference made a part hereof, and for the following prices.

Bid Schedule: Horizon Drive Roundabouts Potholing Project

Item No.	CDOT, City Ref. Description	Quantity	Units	Unit Price	Total Price
1	Pothole for Existing Underground Utilities (Includes equipment, labor, potholing, measurements, flow-fill structural fill, and cold mix asphalt patch) (All potholes are located within existing asphalt, concrete and/or turf areas)	40.	Each	\$ _____	\$ _____
2	Traffic Control Plan	1.	Lump Sum	\$ _____	\$ _____
3	Traffic Control	1.	Lump Sum	\$ _____	\$ _____
4	Flagging	40.	Hours	\$ _____	\$ _____
MCR	Minor Contract Revisions	---	---	---	\$ <u>2,000.00</u>
Bid Amount:					\$ _____

Bid Amount:

dollars

Contractor's Name:

Contractor's Address:

Contractor's Phone #:

The undersigned Bidder hereby agrees to execute the Contract in conformity with this Bid, to have ready and furnish the required Payment and Performance Bonds, executed by a Surety acceptable to the City and provide Certificates of Insurance evidencing the coverage and provisions set forth in Contract within ten (10) Calendar Days of the City's issuance of a Notice of Award.

The _____, a corporation of the State of _____, is hereby proposed as Surety on said Performance and Payment Bonds. If such Surety is not approved by the City, another and satisfactory Surety will be proposed.

Enclosed herewith is a Bid Guaranty as defined in the attached Instructions to Bidders in the amount of _____ which Bid Guaranty the undersigned Bidder agrees to be paid to and become the property of the City, as Liquidated Damages and not as a penalty should the Bid be accepted, the Contract Notice of Award issued, and should the Bidder fail or refuse for any reason to enter into the Contract in the form prescribed. The Bidder shall furnish the required Bonds and Insurance Certificates within ten (10) Calendar Days of issuance of the Notice of Award.

The following persons, firms or corporations are interested as joint ventures, partners or otherwise with the undersigned Bidder in this proposal:

Name: _____

Address: _____

Name: _____

Address: _____

If there are no such persons, firms or corporations, please so state in the following space. _____

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

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

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

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

The Work shall be completed within the Contract Time as specified in the Special Conditions.

Bidder hereby acknowledges receipt of Addenda Numbers: ____, ____, ____, ____.

By submission of a Bid, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of the "Instructions to Bidders".

Bidder, by his signature hereon, hereby authorizes the obtaining of reference information containing the Bidder's qualifications, experience and general ability to perform the work and hereby releases the party providing such information and the City from any and all liability to Bidder as the result of such reference information being provided. Bidder further waives any right to receive copies of information so provided to the City.

Bidder agrees to perform all Work described in the Contract Documents for the unit prices or the lump sum as shown on the Bid Form, and acknowledges that the quantities shown on the Bid Schedule are approximate only and are intended principally to serve as guides for the purpose of comparing and evaluating Bids.

It is further agreed that any quantities of work to be performed at unit prices and material to be furnished may be increased or decreased as may be considered necessary in the opinion of the City, to complete the Work fully as planned and contemplated, and that all quantities of Work, whether increased or decreased, are to be performed at the unit prices set forth in the Bid, except as otherwise provided for in the Contract Documents.

It is further agreed that any lump sum prices may be increased to cover additional work ordered by the City, but not shown on the Plans or required by the Specifications, in accordance with the provisions of the Contract Documents. Similarly, they may be decrease to cover deletions of work so ordered.

By submitting a Bid, the Bidder acknowledges that the bid process is solely intended to serve the public interest in achieving the highest quality of services and goods at the lowest price, and that no right, interest or expectation shall inure to the benefit of the Bidder as the result of any reliance or participation in the process.

The undersigned Bidder further grants to the City the right to award this Contract on the basis of any possible combination of base bids and alternate(s) (if any) that best suit the City's needs.

Dated this _____ day of _____, 20__.

Bidder: _____

Address: _____

Signature: _____

Name printed: _____

Title: _____

If a corporation:

State of incorporation: _____

Attest: _____

(seal)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, _____ (___ an individual, ___ a partnership, ___ a corporation incorporated in the State of _____) as Principal, and _____ (incorporated in the State of _____) as Surety, are held and firmly bound unto the City of Grand Junction, Colorado, (hereinafter called "City") in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has submitted the accompanying Bid dated _____ for construction of _____ (the Project) for the City and

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit with the City either a cashier's check or a certified check equivalent to not less than five percent of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in event of a failure to execute the proposed Contract for such construction and to provide the required Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as a penalty for the Principal's failure to perform.

NOW, THEREFORE, if the Principal shall, within the period specified therefore, on the attached prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the faithful performance and the proper fulfillment of said Contract, provide Certificates of Insurance as required by said Contract, and provide all other information and documentation required by the Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the City and the City prevails, the principal and surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Dated this _____ day of _____, 20__.

Principal: _____

Address: _____

Signed: _____

(seal)

Title: _____

Surety: _____

Address: _____

Signed: _____

(seal)

Title: _____

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power-of-attorney for the Surety's agent.

SPECIAL CONDITIONS

CITY OF GRAND JUNCTION
DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

Horizon Drive Roundabouts Potholing Project

SPECIAL CONDITIONS

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*, July 2010, except as specifically modified or supplemented herein or on the Construction Drawings.

SC-1 **Project Description:** The Project generally consists of potholing for existing underground utilities along Horizon Drive at the Interstate 70 interchange. This work includes all necessary equipment and labor for potholing for existing utilities, backfilling the pothole and cold-mix asphalt. Currently, there are a total of 40 potholes planned.

SC-2 **Project Engineer:** The Project Engineer for the Project is Lee Cooper, who can be reached at (970) 256-4155. 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 and Planning
Attn: Lee Cooper, Project Engineer
250 North Fifth Street
Grand Junction, CO 81501

SC-3 **Pre-Bid Meeting:**
No pre-bid meeting will be held for this project. Any questions regarding the potholing operations should be directed to Lee Cooper at 970-256-4155. All questions and/or clarifications need to be directed to the Project Engineer by Friday, January 30th at 4:00 p.m. Questions asked after this date may not get answered prior to the Bid opening date.

SC-4 **Affirmative Action:** The Contractor is not required to submit a written Affirmative Action Program for the Project.

SC-5 **Time of Completion:** The scheduled time of Completion for the Project is **7 Calendar Days** from the starting date specified in the Notice to Proceed.

Completion is achieved when site clean-up 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.

The anticipated schedule for the Project is as follows:

Advertise for Bids:	Sunday, January 25, 2015
Bid Opening:	Tuesday, February 3, 2105
City Approval:	Thursday, February 5, 2015
Notice of Award:	Thursday, February 5, 2015
Contractor delivers Contract, and Insurance Cert.:	Thursday, February 12, 2015
Preconstruction meeting:	Thursday, February 12, 2015
Begin work:	Tuesday, February 17, 2015
Final Completion:	Tuesday, February 24, 2015

SC-6 **Working Days and Hours:** The working days and hours shall be as follows:

- Monday – Saturday, 8:30 am through 4:30 pm

SC-7 **Permits:** The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:

- CDOT Utility/Special Use Permit

SC-8 **Insurance Limits:** The minimum insurance limits for the Project are as stated in the General Contract Conditions, Section IV. The City of Grand Junction shall be listed as additionally insured on the insurance policy.

SC-9 **City Furnished Materials:** The City will furnish the following materials/resources for the Project:

- City Surveyor to help located pothole locations.
- Geiger Counter testing equipment for Uranium Mill Tailings (if necessary)

SC-10 **Authorized Representatives of the City:** Those authorized to represent the City shall include engineers and inspectors employed by the City, and CDOT Personnel, only.

SC-11 **Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will be encountered on Horizon Drive near the existing sanitary sewer line and the existing Ute Water waterline. The City will use a Geiger Counter machine to help determine if radioactive mill tailings are on site and if the pothole material removed contains any radioactive tailings.

If uranium mill tailings are encountered during potholing operations, the Contractor shall dispose of the uranium mill tailings at the City of Grand Junctions disposal site for mill tailings.

Uranium Mill Tailings shall be disposed of at the City of Grand Junction shops facility per City of Grand Junction Standard Specifications – Section 202 and Section 203. City Shops is located at 333 West Avenue. The Contractor can contact Tim Patty, City Inspector, at 970-201-1363 to get access into the mill tailings disposal area.

SC-12 **Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with the Project.

SC-13 **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 (MUTCD)*. The traffic control plan shall be presented to the Project Engineer prior to work commencing. The following requirements and limitations shall apply to the traffic control:

- The Contractor’s allowable hours of operations are Monday – Saturday, 8:30 am through 4:30 pm.
- The Contractor shall at all times during potholing operations keep at least one lane of travel in each direction open to traffic on Horizon Drive.
- The Contractor shall not block and/or close access to any of the businesses along Horizon Drive. The businesses shall at all times have access for their customers.
- An arrow board shall be used to alert traffic of the lane closure and lane shift.

SC-14 **Work Location Schedules:**
The Contractor shall work one side of Horizon Drive at a time. The City would prefer the potholing contractor complete all the potholes on one side of Horizon Drive before moving operations to the other side of Horizon Drive.

SC-15 **Stormwater Management Plan:**

The Contractor shall clear the site of all on-site waste daily, including scrap from construction materials.

Concrete trucks will be required to wash out at their respected concrete plants. There will be no washout facility provided on-site.

The Contractor shall clear the site of all trash and litter daily.

SC-16 **Schedule of Submittals:**

The Contractor shall provide these specific submittals prior to potholing commencing:

- Traffic Control Plan
- Contractor's Insurance
- Potholing Schedule

SC-17 **Existing Utilities and Structures:** The location of existing utilities and structures shown on the Plans are approximate. It is the responsibility of the Contractor to locate and protect all structures and utilities in accordance with General Contract Condition Section 37. The Contractor shall coordinate with the utility companies any specific locates required.

SC-18 **Performance and Payment Bonds:** The City will NOT require the Contractor provide Performance and Payment Bonds for this Project.

SC-19 **Pothole Backfill Requirements:**
Once the underground utility has been identified and the required measurements gathered, the Contractor shall backfill the pothole with a washed pea-gravel type material. The pea-gravel shall be roded by the Contractor to help ensure the entire void caused by the potholing operations is filled completely and that the pea-gravel is consolidated.

The Contractor shall fill the pothole with pea-gravel to 3-inches below the existing ground surface. The top 3-inches of the pothole the Contractor shall compact 3-inches of cold-mix asphalt into the pothole to serve as the new surface.

It is estimated that there are 36 potholes in existing asphalt/concrete surfaces; and approximately 4 potholes located in landscape areas.

SC-20 **Pothole Locations:**

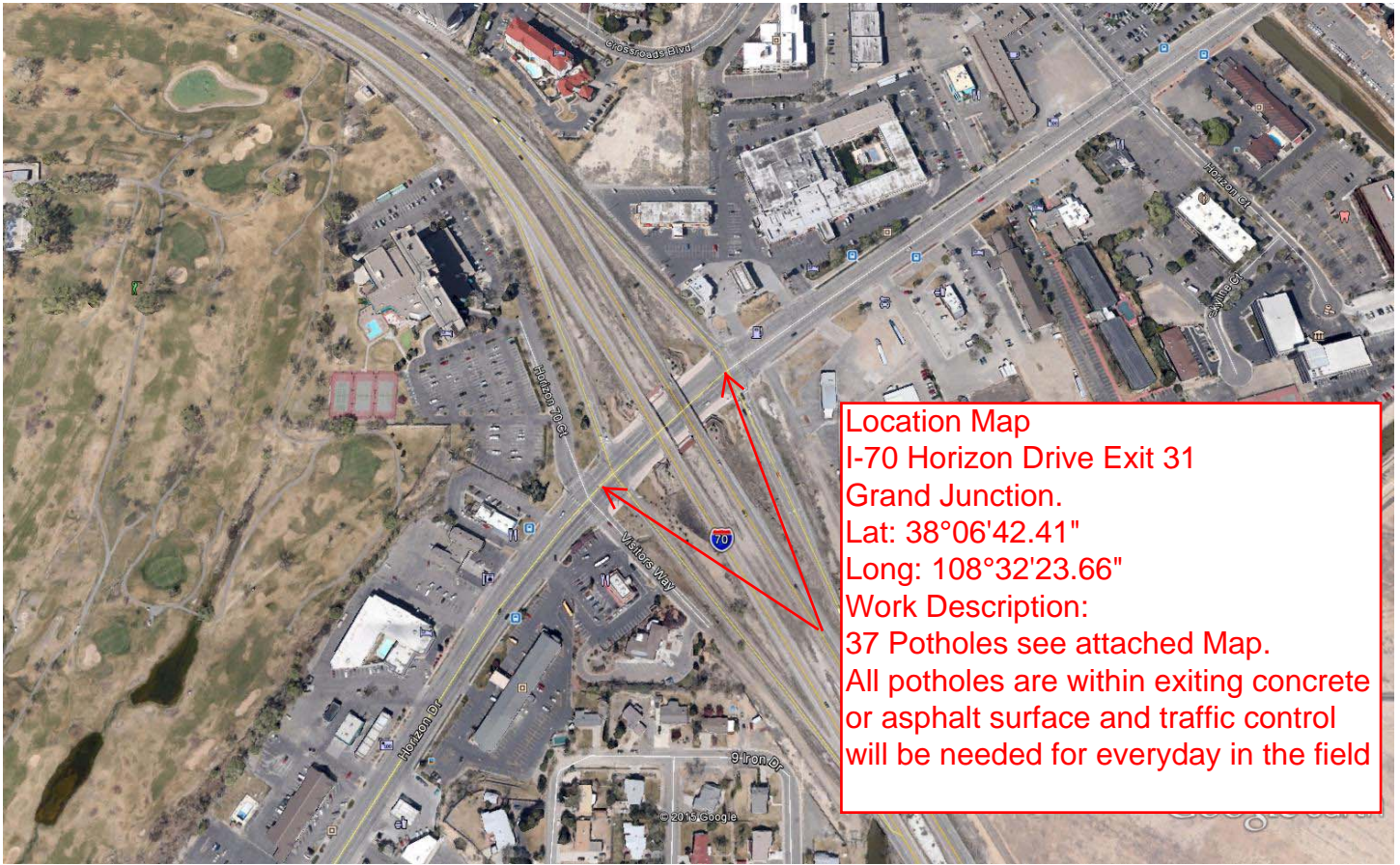
The City will help the Contractor coordinate pothole locations in the field rather than providing coordinates to the Contractor for each pothole.

The City will use coordinates of the proposed pothole locations to get the Contractor close in vicinity to where the pothole is needed. Depending on the exact location of the underground utility, the pothole may need to be shifted from the coordinates provided.

The Contractor will be required to provide vertical measurements from the existing ground surface down to the top of the underground utility that was located, and give a description of the utility (type of utility: gas, elec., fiber, etc.) and a description of the pipe material of the utility.

The City Surveyor will survey in the location of the utility so the City has coordinates of the utility to download into AutoCAD.

Appendix A
Pothole Location Maps

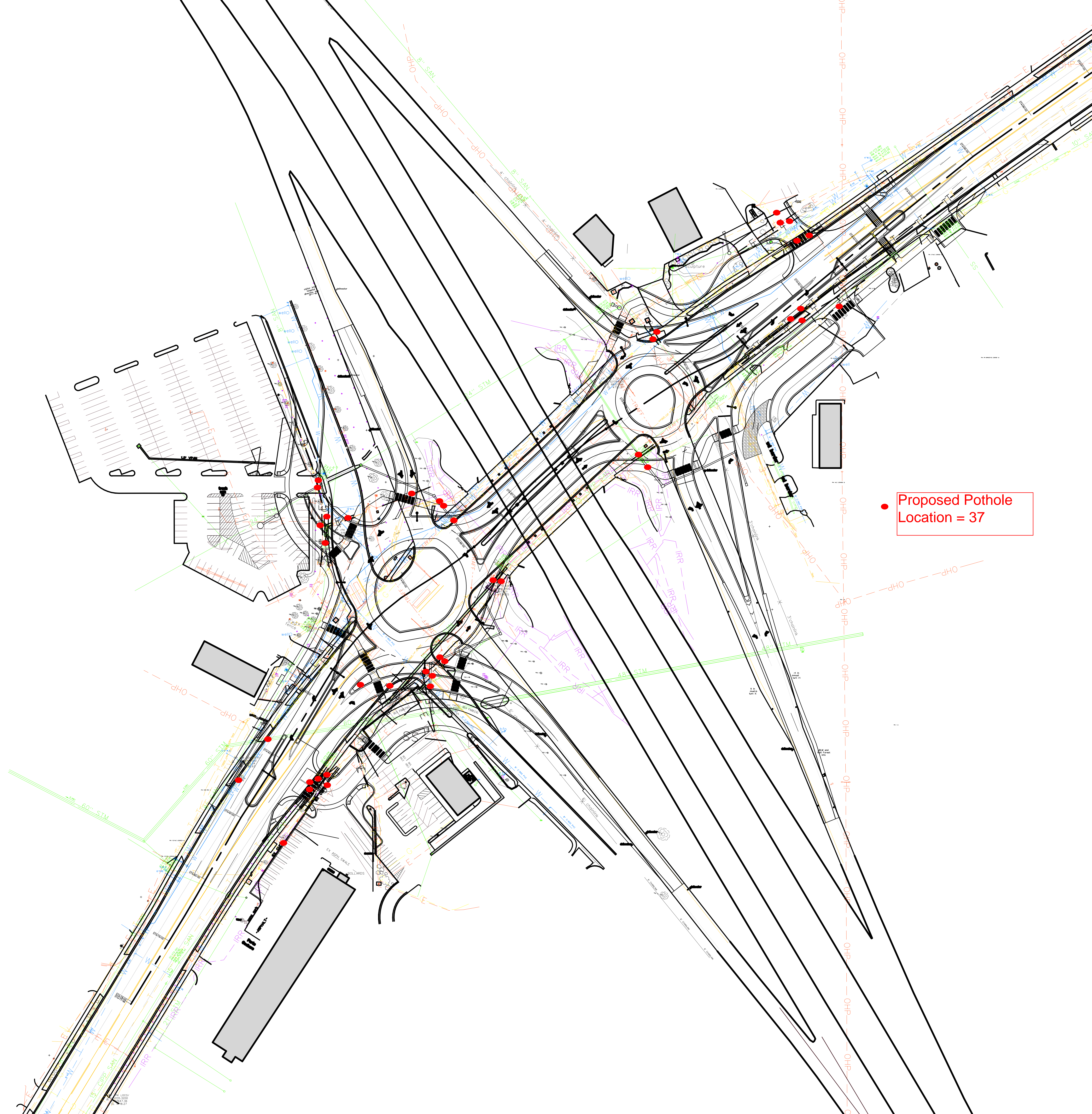


Location Map
I-70 Horizon Drive Exit 31
Grand Junction.
Lat: 38°06'42.41"
Long: 108°32'23.66"
Work Description:
37 Potholes see attached Map.
All potholes are within exiting concrete
or asphalt surface and traffic control
will be needed for everyday in the field

Google earth

feet
meters





• Proposed Pothole
Location = 37