



NOTICE OF AWARD

Date: October 13, 2016
Contractor: Mountain Valley Contracting, Inc.
Project: Las Colonias Park Access and Trail Construction IFB-4282-16-DH

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

The Contractor is hereby notified that the Response received from the Contractor for the Project in the amount of \$181,025.75 was accepted. The Contractor is hereby awarded all or portions of the Project described as: Las Colonias Park Access and Trail Construction, the entire project as itemized in the Solicitation Response and Negotiated terms and pricing.

The Contractor is required to execute and submit the Contract and submit Certificates of Insurance and Payment & Performance Bonds within ten (10) calendar days of the date of this Notice of Award. The City shall also be entitled to such other rights as may be granted by law or the Contract Documents.

DocuSigned by:
Duane Hoff
0F780E7D50F14BC...

Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Award is hereby acknowledged:

Contractor: Mountain Valley Contracting, Inc.
By: DocuSigned by:
Richard Davis - Mountain Valley Contracting, Inc.
60613EB2A4D9499...

Title: President

Date: 10/18/2016 | 14:42 MDT

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



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 13th day of October, 2016 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 Mountain Valley Contracting, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner 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 Las Colonias Park Access and Trail Construction IFB-4282-16-DH.

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:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **Las Colonias Park Access and Trail Construction;**
- c. Notice of Award
- d. Contractors Response to the Solicitation

- e. Work Change Requests (directing that changed work be performed);
- f. Field Orders
- g. Change Orders.

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 sum of **One Hundred Eighty One Thousand Twenty Five and 75/100 Dollars (\$181,025.75)**. 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 or Mesa County Board of County Commissioners 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 completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty 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 (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

Contract Binding: The Owner 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 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 effected 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.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff
By: _____
9F799E7D60F14BC...
Duane Hoff Jr., Senior Buyer

11/8/2016 | 09:02 MST

Date

Mountain Valley Contracting, Inc.

DocuSigned by:
Richard Davis - Mountain Valley Contracting, Inc.
By: _____
68813ED2A4B9439...
Richard Davis - Mountain Valley Contracting, Inc.
President

10/31/2016 | 13:39 MDT

Date



Purchasing Division

Invitation for Bid

IFB-4282-16-DH
Las Colonias Park Access and Trail Construction

Responses Due:

September 13, 2016 prior to 3:30 p.m.

Accepting Electronic Responses Only

Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)

<https://www.rockymountainbidsystem.com/default.asp>

(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)

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

970-244-1545

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All vendors are urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Bid Form
	Price Proposal/Bid Schedule Form
	Appendix
	Attachments

1. Instructions to Bidders

1.1. Purpose: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for to perform concrete curb, gutter and sidewalk installation and all other work for the Las Colonias Park Access and Trail Construction Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

Bid Alternate: There is a bid alternate for the installation of approximately 10,563 square feet of asphalt millings at a depth of 12". This work shall include the excavation and reconditioning of subgrade prior to the placement of the millings. Material generated during this process shall be stockpiled on site in a designated area.

IFB Questions:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

- 1.2. Recommended Pre-Bid Briefing:** Due to the complexity of the project, prospective bidders are *highly encouraged* to attend a pre-bid briefing on **August 30, 2016 at 9:00 a.m. at Grand Junction City Hall, 250 N. 5th Street in the Auditorium. Bidders are then invited to attend a walk through on the site at 925 Struthers Avenue immediately following the pre-bid briefing.** The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Prequalification Requirement: CITY ONLY** Contractors submitting bids over \$50,000 must be pre-qualified in accordance with the City's "*Rules and Procedures for Pre-qualification of Contractors*". All bids received by the specified time will be opened, but the City will reject bids over \$50,000 from contractors who have not been prequalified. Application forms for prequalification are available at the Administration Office of the Department of Public Works, City Hall, 250 North Fifth Street, Room 245. Call 970-256-4126 or 970-244-1555 for additional information. 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. Due to the time required to process applications, *all applications must be submitted no later than two weeks prior to the Response Due Date.* Application link: <http://www.gjcity.org/PreQualification.aspx>
- 1.5. Submission:** *Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>).* *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 <http://www.gjcity.org/BidOpenings.aspx> for details. (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**)

- 1.6. **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.
- 1.7. **Printed 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 bidder.

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.

- 1.8. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.9. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <http://www.gjcity.org/BidOpenings.aspx>.
- 1.10. **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 Public Works & Planning/Engineering page at www.gjcity.org. Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.

- 1.11. Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.12. Examination of Specifications:** Bidders 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 his 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 themselves 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 Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder 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 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.

- 1.13. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.14. **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 <http://www.gjcity.org/BidOpenings.aspx>. 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.
- 1.15. **Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.16. **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.
- 1.17. **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 Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.18. **Collusion Clause:** Each bidder 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 bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.19. **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 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.

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 Owner until such participant has been reinstated as a qualified bidder.

1.20. Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City/County employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City/County.

2. General Contract Conditions for Construction Projects

2.1. The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City/County, shall constitute a contract equally binding between the City/County and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. 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 in not less than triplicate by the Owner (City/County) and Contractor. City/County will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment 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 City/County are, and shall remain, City/County property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.4. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself 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 his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he 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 their 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 his 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 he 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 his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the contract, the successful Contractor shall furnish 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 their 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 their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an

acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division 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 his best skill and attention. He 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 so 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 his 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 bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. 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, he shall assume full responsibility and shall bear all costs attributable.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their 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 his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.16. 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 a copy of the policies or Certificates of Insurance acceptable to the City with the Engineer 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.

- 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 against the Owner growing out of such injury or damages.
- 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 bidder to notify the

Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.

- 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 Bidder 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 Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.20. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 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 he 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 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** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder 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 bidder shall guaranty 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. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the

forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract: CITY ONLY** 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.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule: CITY ONLY** 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 **\$350.00** 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 substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

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

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

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or 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: Contingency/Force Account 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 Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account 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 them 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, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.29. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he 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 in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the 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 discover 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, he 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.

- 2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. 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.
- 2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.33. 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.
- 2.34. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.35. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services 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.
- 2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
 - 2.36.1.** 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.
 - 2.36.2.** 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.
 - 2.36.3.** 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.

- 2.37. 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.
- 2.38. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.39. 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.
- 2.40. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.41. 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 at any time in accordance with its terms.
- 2.42. 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.
- 2.43. 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 Tax 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.
- 2.44. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Bid on forms other than those supplied by the City;

- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

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

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

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

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

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

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

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

2.46. 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.

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

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

- 2.49. 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/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- 2.50. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.51. Venue:** Any agreement as a result of responding to this IFB 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.
- 2.52. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.53. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.54. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.55. 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 their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.56. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and

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

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes 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).

2.56.1. "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.

3. Statement of Work

3.1. GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to perform concrete curb, gutter and sidewalk installation and all other work for the Las Colonias Trail and Access Construction Project. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

From a uranium mill tailings clean-up site to a regional riverfront park, the Las Colonias Park project will restore and revitalize over 130 acres on the banks of the Colorado River in the heart of Grand Junction. A major component of the Park is an outdoor Amphitheater that will serve as a regional draw and a catalyst for reinvestment and revitalization in the River and Rail Districts of the Greater Downtown Area. The project enjoys widespread support from the community, with many funding partners stepping up to make this project possible, including the Department of Local Affairs, Grand Junction Lions Club, the Downtown Development Authority, and the Riverfront Foundation, as well as others. This Las Colonias Park Access and Trail Construction Project is one of three bids being advertised concurrently to achieve a complete phase for the outdoor Amphitheater. It is incumbent on the bidding contractor to understand and consider the overlap of work in this bid with the other two bids.

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 the installation of 2,575 square yards of 6" concrete trail, 75 square yards of 8" concrete trail, 40 square yards of concrete drainage pan, 20 square yards of concrete median curb with fillet, 135 square yards of concrete intersection corner, 8.5 square yards of concrete median cover material (colored concrete), and 280 square yards of hot mix asphalt (4" thick) to include 10" of class 6 aggregate base course. All concrete installation shall include 6" of Class 6 aggregate base course.

Bid Alternate: There is a bid alternate for the installation of approximately 10,563 square feet of asphalt millings at a depth of 12". This work shall include the excavation and reconditioning of subgrade prior to the placement of the millings. Material generated during this process shall be stockpiled on site in a designated area.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Recommended Pre-Bid Briefing: Due to the complexity of the project, prospective bidders are *highly encouraged* to attend a pre-bid briefing on August 30, 2016 at 9:00 a.m. at Grand Junction City Hall, 250 N. 5th Street in the Auditorium. Bidders are then invited to attend a walk through on the site at 925 Struthers Avenue immediately following the pre-bid briefing. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

Duane Hoff Jr., Senior Buyer
City of Grand Junction
duaneh@gjcity.org

3.3.2 Project Manager: The Project Manager for the Project is Jerod Timothy, who can be reached at (970)244-1565. 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 and Planning
Attn: Jerod Timothy, Project Manager
250 North Fifth Street
Grand Junction, CO 81501

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

3.3.4 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.

3.3.5 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.

3.3.6 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) 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 bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder 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.

3.3.7 Time of Completion: The scheduled time of Completion for the Project is 33 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.

3.3.8 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 Monday – Friday between the hours of 7:00 AM to 5:00 PM.

3.3.9 Licenses and Permits: Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.10. Contractor shall supply to Owner all copies of finalized permits.

3.3.10 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:
None

3.3.11 City Furnished Materials: The City will furnish the following materials for the Project: N/A

3.3.12 Project Newsletters: N/A

3.3.13 Project Sign: Project signs, if any, will be furnished and installed by the City.

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

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

3.3.16 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.

Lane Closures on Riverside Parkway will be permitted between the hours of 9:00 a.m. and 3:00 p.m.

3.3.17 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.

3.3.18 Quality Control Testing: Quality Control testing on all concrete delivered to the site Shall be performed by the concrete supplier. The City will perform all other necessary QA/QC.

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

- Traffic Control Plans
- Project Schedule

3.3.20 Uranium Mill Tailings: It is anticipated that radioactive mill tailings may be encountered on this Project. All material excavated will be stockpiled on site in a designated area.

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

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

3.3.23 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 Condition Section 37.

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

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

3.3.26 Work to be Performed by the City:

- N/A

3.3.27 Existing Concrete Sidewalks, Pans, Fillets, Curbs and Gutters: The existing sidewalks, pans, fillets, curb and gutter 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.

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

3.3.29 Construction Phases:

- 1.) Access points to include median cut.
- 2.) Bid Alternate No. 1 (If Accepted)
- 3.) Trail Construction

Note: This project is will be constructed in conjunction with the Las Colonias Park Slough Restoration Project as well as the Las Colonias Amphitheater Project.

This will require coordination of phases of work throughout construction. Trail construction will need to be phased to allow the haul and placement of material generated from the slough project.

3.3.30 Fill Material Generated on Site: Material excavated from the berm for both the east and west access points will be utilized as subgrade fill material for the trail construction. Material generated from Bid Alternate No. 1 if accepted will also be used as required.

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-1 SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.07, add the following:

All concrete removal required for installation of new will be measured and paid for separately.

Subsection 202.12, add the following:

Locations of saw cuts shall be determined and directed by the Construction Inspector or the Engineer and shall be considered incidental to the work. When removing concrete adjacent to existing asphalt the Contractor shall saw cut at the interface at full depth of concrete (6" minimum) as to not damage asphalt during concrete removal. Any damage to the existing asphalt shall be patched back by the contractor at no cost to the City. All patch work shall be at a minimum of 2' wide and 10' in length (4" Thick).

SP-2 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:

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 for or paid for separately.

Add the following to this subsection:

<u>Pay Item</u>	<u>Pay Unit</u>
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-3 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 \pm 1.5%
- Slump 4", Loads exceeding 4 1/2" shall be rejected
- 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 his representative at the end of each day. The Engineer or his representative shall have access to the batch tickets at any time during the placement. The following information shall be provided on each ticket:

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-4 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; 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-5 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.

SP-6 SP-1 – ASPHALT MILLINGS

Asphalt millings shall be placed at a minimum thickness of 12 inches. The Contractor will be required to load and haul the milling from the City's stockpile located at 335 Hale Avenue. Millings shall be placed and compacted in 6" lifts.

Following excavation for the placement of the asphalt millings the subgrade shall be scarified at a depth of 12" and given suitable time to aerate. Following this process the subgrade shall be compacted as directed by the Construction Inspector of Project Manager.

Pay Item
Asphalt Millings (12" Thick)

Pay Unit
SQ FT

SP-7 SECTION 102.11/108.5– SHALLOW MANHOLE FOR FIBER OPTIC VAULT

Section 102.11/108.5 of the Standard Specifications is hereby revised for this project as follows:

Subsections 108.5, Basis of Payment shall include the following:

The Contractor shall remove the existing fiber optic vault and install a 2' manhole cone section on two 1'x1'x6' reinforce concrete skids. This shall include 3/4" washed rock and Type A Bedding Material. The Contractor shall take care not to damage existing vault during removal and return to City shops.

Section 108.5 Manholes shall include the following for basis of payment:

Add the following to this subsection:

Pay Item
24 " Manhole Cone Section (48" I.D.)

Pay Unit
EA

3.5. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	August 15, 2016
Recommended Pre-Bid Meeting	August 30, 2016
Inquiry deadline, no questions after this date	September 2, 2016
Addendum Posted	September 8, 2016
Submittal deadline for proposals	September 13, 2016
City Council Approval	October 5, 2016
Contract execution	October 6, 2016
Bonding & Insurance Cert due	October 12, 2016
Preconstruction meeting	October 12, 2016
Work begins no later than	October 17, 2016
Final Completion	33 Calendar Days from Notice to Proceed
Holidays:	November 11, 2016

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4282-16-DH "Las Colonias Park Access and Trail Construction"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, 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 Bidders, 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.

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 Bidder to ensure all Addenda have been received and acknowledged.

APPENDIX A
PROJECT SUBMITTAL FORM

PROJECT: Las Colonias Park Access and Trail Construction

CONTRACTOR: _____

PROJECT ENGINEER: Jerod Timothy

Description	Date Received	Resubmittal Requested	Resubmittal Received	Date Accepted
-------------	---------------	-----------------------	----------------------	---------------

STREET CONSTRUCTION

Base Course Gradation, Proctor Curve				
Asphalt Mix Design Grading SX, PG 64-22				
Concrete Mix Design				
Concrete Skid				
Manhole Cone Section				
4" Conduit (C-900 PVC)				

EROSION CONTROL / STORMWATER MANAGEMENT

Inlet Protection				
Concrete Washout				

PERMITS, PLANS, OTHER

ACI Flatwork Finisher and Technician (ACICFFT)				
Traffic Control Plan				
Construction Schedule				

Bid Schedule: Las Colonias Park Access and Trail Construction

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	CONDUIT - 4" WATER PIPE (C-900 PVC)	180.	LF	\$ _____	\$ _____
2	108.5	24" MANHOLE CONE SECTION TO INCLUDE RING AND COVER AND CONCRETE COLLAR (48" I.D.). SEE SP-7 AND PLAN SHEET 5 FOR DETAILS.	1.	EA	\$ _____	\$ _____
3	202	REMOVAL OF TREE	3.	EA	\$ _____	\$ _____
4	202	REMOVAL OF SHRUB	5.	EA	\$ _____	\$ _____
5	202	REMOVAL OF IRRIGATION SYSTEM. CAP AND MARK IRR. MAIN AT LIMITS OF CONSTRUCTION. SALVAGE ALL HARDWARE AND RETURN TO THE CITY.	Lump	SUM	---	\$ _____
6	202	REMOVAL OF STRUCTURES AND OBSTRUCTIONS - CONCRETE	172.	SY	\$ _____	\$ _____
7	203	REMOVAL TO INCLUDE SAW CUT EXCAVATION AND EMBANKMENT - UCLASSIFIED EXCAVATION	Lump	SUM	---	\$ _____
8	208	EROSION CONTROL (COMPLETE IN PLACE)	Lump	SUM	---	\$ _____
9	304/401	HOT MIX ASPHALT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) TO INCLUDE 10" OF CLASS 6 AGGREGATE BASE COURSE.	280.	SY	\$ _____	\$ _____
10	304/608	CONCRETE SIDEWALK (6" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	2,575.	SY	\$ _____	\$ _____
11	304/608	CONCRETE SIDEWALK (8" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	75.	SY	\$ _____	\$ _____
12	304/608	CONCRETE DRAINAGE PAN (6' WIDE) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	40.	SY	\$ _____	\$ _____
13	304/608	CONCRETE MEDIAN CURB WITH FILLET TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE. SEE PAGE C-35 OF THE STANDARD CONTRACT DOCUMENTS FOR DETAILS.	20.	SY	\$ _____	\$ _____
14	304/608	CONCRETE INTERSECTION CORNER TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	135.	SY	\$ _____	\$ _____
15	304/608	CONCRETE CURB AND GUTTER (2' WIDE) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	40.	LF	\$ _____	\$ _____
16	608	TEMPORARY TRAIL (ASPHALT MILLINGS) (CITY SUPPLIED) (4" THICK) 8' WIDE DETOUR AT ACCESS POINTS.	1,535.	SQ FT	\$ _____	\$ _____
17	608	CONCRETE SKID (REINFORCED 1'X 1'X6") TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	2.	EA	\$ _____	\$ _____
18	608	DETECTABLE WARNING (WET SET)	16.	EA	\$ _____	\$ _____

Bid Schedule: Las Colonias Park Access and Trail Construction

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
19	610	MEDIAN COVER MATERIAL (COLORED CONCRETE) (DAVIS COLORS SUNSET ROSE)(4" THICK) REFER TO DETAIL ON PLAN SHEET 6.	8.5	SY	\$ _____	\$ _____
20	620	SANITARY FACILITY		Lump SUM	---	\$ _____
21	626	MOBILIZATION		Lump SUM	---	\$ _____
22	630	TRAFFIC CONTROL PLAN		Lump SUM	---	\$ _____
23	630	TRAFFIC CONTROL (COMPLETE IN PLACE)		Lump SUM	---	\$ _____
24	BID ALTERNATE NO. 1	ASPHALT MILLINGS (12" THICK) (CITY SUPPLIED). SEE SP-6. THIS WORK SHALL INCLUDE THE RECONDITIONING OF SUBGRADE (12" DEEP) PRIOR TO PLACEMENT OF MILLINGS.	10,563.	SQ FT	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 12,000.00

Bid Amount: \$ _____

Bid Amount:

_____ dollars

Bid Amount to Include Bid Alternate No. 1: \$ _____

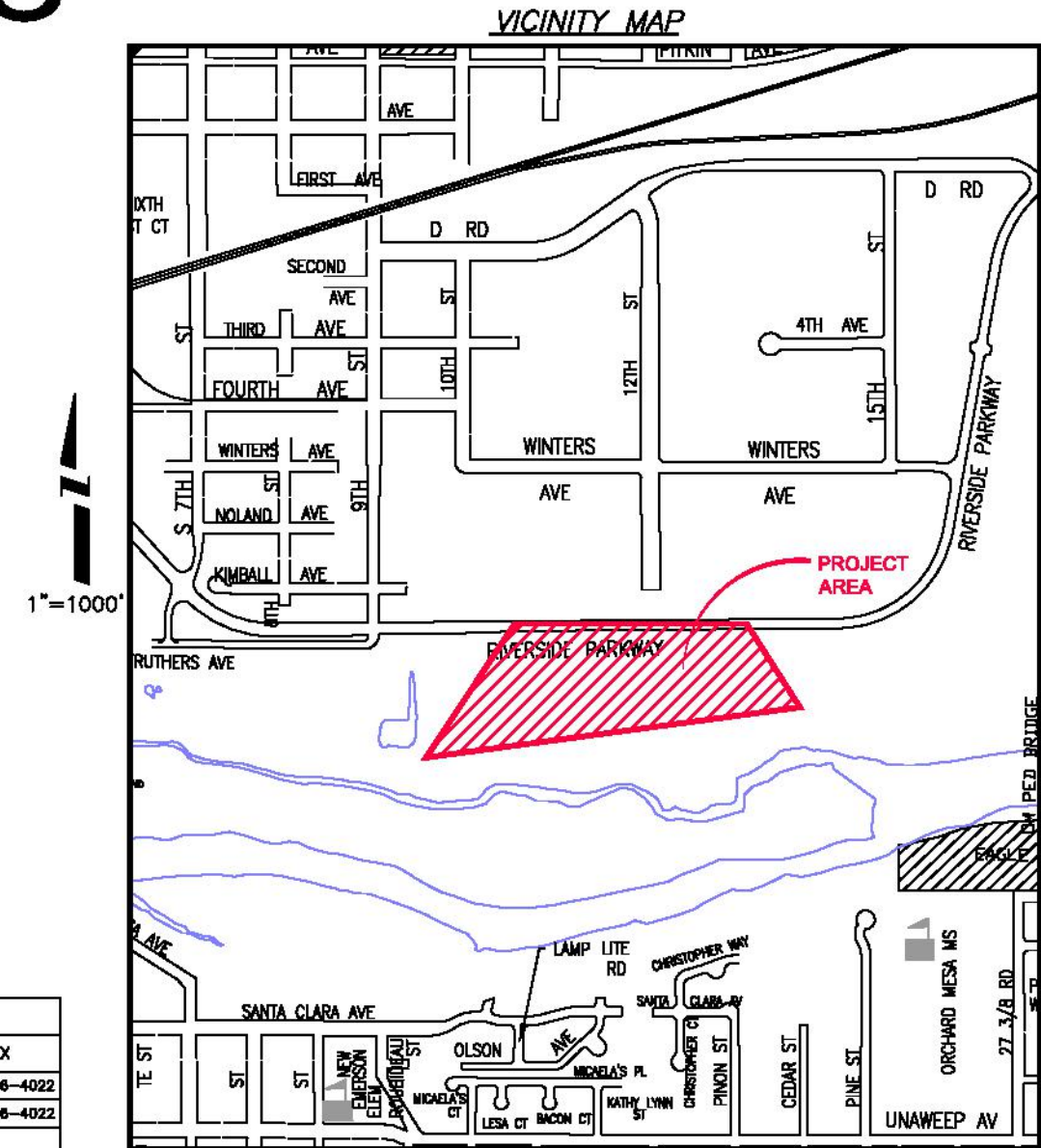
Bid Amount to Include Bid Alternate No. 1:

_____ dollars

LAS COLONIAS TRAIL AND ACCESS CONSTRUCTION JULY, 2016

PROJECT NO. _____

- 1 ——— Cover Sheet
- 2 ——— Standard Abbreviations, Legend, and Symbols
- 3 ——— Summary of Approximate Quantities
- 4 ——— Demo
- 5 ——— West Driveway Cut
- 6 ——— East Driveway Cut and Median Cut
- 7-8 ——— Trail
- 9 ——— Bid Alternate #1 Access Road



UTILITIES AND AGENCIES								
AGENCY	NAME	POSITION	ROLE	MAILING ADDRESS	STREET ADDRESS	CITY, STATE	VOICE-WK	FAX
GRAND JUNCTION, CITY OF	JEROD TIMOTHY	PROJECT ENGINEER	PROJECT ENGINEER	250 N. 5th STREET	250 N. 5th STREET	GRAND JCT., CO 81501	(970) 244-1585	(970) 256-4022
GRAND JUNCTION, CITY OF	BRET GUILLORY	UTILITY ENGINEER	SANITARY SEWER	250 N. 5th STREET	250 N. 5th STREET	GRAND JCT., CO 81501	(970) 244-1590	(970) 256-4022
GRAND VALLEY IRRIGATION CO.	PHIL BERTRAND		IRRIGATION	686 26 ROAD	686 26 ROAD	GRAND JCT., CO 81506	(970) 242-2782	
CHARTER	CHUCK WEIDMAN	MANAGER	CABLE TV	2502 FORESIGHT CIRCLE	2502 FORESIGHT CIRCLE	GRAND JCT., CO 81504	(970) 248-8730	(970) 245-8803
U.S. WEST/QWEST	CHRIS JOHNSON	ENGINEER	TELEPHONE	2524 BLICHMANN AVE	2524 BLICHMANN AVE	GRAND JCT., CO 81504	(970) 244-4311	(970) 240-4349
UTE WATER	DARYL MOORE	SUPERVISOR	WATER	PO BOX 460		GRAND JCT., CO 81502	(970) 242-7491	(970) 242-9189
XCEL	DAN STEMKRCHER	UNIT MANAGER	GAS, ELECTRIC	2538 BLICHMANN AVE	2538 BLICHMANN AVE	GRAND JCT., CO 81506	(970) 244-2658	(970) 244-2661



*Public Works & Utilities
Engineering Division*

DRAWING STATUS:	
○ PROGRESS	
● FINAL CONSTRUCTION DRAWINGS	
○ ASBUILT	
DESIGNED BY:	
JEROD TIMOTHY, PROJECT ENGINEER	2016
REVIEWED BY:	
BRET GUILLORY, UTILITY ENGINEER	201x
AUTHORIZED FOR CONSTRUCTION	
TRENTON C. PRALL, CITY ENGINEER	201x
ACCEPTED AS CONSTRUCTED	
JEROD TIMOTHY, PROJECT ENGINEER	201x

NOTE: NOTIFY AFFECTED UTILITY VENDOR 48 HOURS PRIOR TO EXCAVATIONS THAT WILL EXPOSE UTILITY LINES. THE COVER SHEET WILL HAVE A LISTING OF UTILITY VENDORS AND TELEPHONE NUMBERS.

REVISION	DESCRIPTION	DATE
REVISION Δ	_____	_____
REVISION Δ	_____	_____
REVISION Δ	_____	_____
REVISION Δ	_____	_____

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PROJECT NAME, MONTH, YEAR, PLAN SET NO. _____

ABBREVIATIONS

AASHTO	AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS
ABC	AGGREGATE BASE COURSE
AC	ASBESTOS CEMENT
AP	ANGLE POINT
ASB	ANCHORED STRAW BALES
ASF	ALUMINIZED STEEL PIPE
ASTM	AMERICAN SOCIETY FOR TESTING MATERIALS
AWWA	AMERICAN WATER WORKS ASSOCIATION
BC	BACK OF CURB
BF	BUTTERFLY VALVE
BOW	BACK OF WALK
BCR	BEGIN CURB RETURN
BOT	BOTTOM
BSWMP	BETTER STORM WATER MANAGEMENT PRACTICES
CH	CHORD
CAP	CORRUGATED ALUMINUM PIPE
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CI	CAST IRON
C,G,& SW	CURB, GUTTER & SIDEWALK
CL	CENTER LINE
CL	CLEAR
CMF	CORRUGATED METAL PIPE
CO	CLEAN OUT
COMB	COMBINATION (AS IN STORM SEWER AND SANITARY SEWER)
CONC	CONCRETE
CSM	CITY SURVEY MONUMENT
CSP	CORRUGATED STEEL PIPE
CU	COPPER
DI	DUCTILE IRON
DWY	DRIVEWAY
E	ELECTRIC
ECR	END CURB RETURN
EG	EDGE OF GUTTER
EL	ELEVATION
EP	EDGE OF PAVEMENT
EX	EXISTING
FB	FULL BODY
FC	FACE OF CURB
FG	FINISHED GRADE
F	FLOW LINE
FL	FLANGE
FM	FORCE MAIN
FO	FIBER OPTICS
FS	FAR SIDE
FTG	FOOTING
G	GAS
GB	GRADE BREAK
GM	GAS METER
GV	GATE VALVE
HBP	HOT BITUMINOUS PAVEMENT
HDPE	HIGH DENSITY POLYETHYLENE
INV	INVERT
IRR	IRRIGATION
L	LENGTH OF ARC
LC	LONG CHORD
LF	LINEAR FEET
LL	LONG ARC
LS	SHORT ARC
LT	LEFT
MB	MAILBOX
MCSM	MESA COUNTY SURVEY MONUMENT
MH	MANHOLE
MJ	MECHANICAL JOINT
MW	MILL WRAP
N/A	NOT APPLICABLE
NIC	NOT IN CONTRACT
NOP	NO ONE PERSON
NRCP	NON-REINFORCED CONCRETE PIPE
NS	NEAR SIDE
NTS	NOT TO SCALE
OHP	OVERHEAD POWER
OHT	OVERHEAD TELEPHONE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PE	POLYETHYLENE
PERF	PERFORATED
PI	POINT OF INTERSECTION
PIP	PLASTIC IRRIGATION PIPE
POC	POINT ON CURVE
POT	POINT ON TANGENT
PR	PROPOSED
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
REQ'D	REQUIRED
RG	RESTRAINED GLANDS
RL	LONG RADIUS
ROW	RIGHT OF WAY
RP	RADIUS POINT
RR	RAIL ROAD
RS	SHORT RADIUS
RT	RIGHT
S	SLOPE
SAN	SANITARY
SC	SHORT CHORD
SCD	STANDARD CONTRACT DOCUMENTS
SCH	SCHEDULE
SF	SILT FENCE
SL	SECTION LINE
SSRB	STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION
SSUU	STANDARD SPECIFICATIONS FOR CONSTRUCTION OF UNDERGROUND UTILITIES
STA	STATION
STL	STEEL
STM	STORM
T	TELEPHONE
TAN	LENGTH OF TANGENT
TC	TOP OF CURB
TH	TEST HOLE
TV	TELEVISION
(TYP)	TYPICAL
UV	UNDERGROUND UTILITIES
V	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VPC	VERTICAL POINT OF CURVATURE
VPCC	VERTICAL POINT OF COMPOUND CURVATURE
VPRC	VERTICAL POINT OF REVERSE CURVATURE
VPI	VERTICAL POINT OF INTERSECTION
VPT	VERTICAL POINT OF TANGENCY
W	WATER
Δ	DELTA ANGLE

LEGEND

BSWMP	DRAINAGE BASIN BOUNDARY	---
BSWMP	ANCHORED STRAW BALES	ASB ASB ASB
BSWMP	SILT FENCE	SF SF SF
BUILDING		
CONCRETE CURB AND GUTTER		
CONCRETE CURB, GUTTER, & SIDEWALK		
CONCRETE DITCH		
CONCRETE SIDEWALK		
CULVERT		
EARTH DITCH		EARTH
EDGE OF GRAVEL		---
EDGE OF PAVEMENT		---
FENCE (BARBED WIRE)		---
FENCE (CHAIN LINK)		---
FENCE (IRON)		---
FENCE (PLASTIC)		---
FENCE (TEMPORARY CONSTRUCTION)		---
FENCE (WOOD)		---
FENCE (WOVEN WIRE)		---
GUARD RAIL		---
HATCHING: INDICATES ASPHALT REMOVAL		
HATCHING: INDICATES CONCRETE REMOVAL		
HATCHING: STAGING AREA		
LINE (CENTER OF IMPROVEMENTS)		---
LINE (CITY LIMITS)		---
LINE (CONTROL)		---
LINE (EASEMENT)		---
LINE (MONUMENT/SECTION)		---
LINE (PROPERTY)		---
LINE (RIGHT OF WAY)		---
MATCH LINE	MATCH LINE	SEE SHEET NO ?
PIPE (IRRIGATION)		---
PIPE (SIPHON)		---

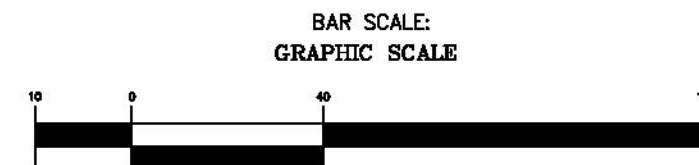
PROPOSED CONCRETE CURB AND GUTTER	
PROPOSED CONCRETE CURB, GUTTER, & SIDEWALK	
PROPOSED CONCRETE SIDEWALK	
PROPOSED "WET" UTILITIES (CONSTRUCTION NOTE WILL INDICATE TYPE, SIZE, AND MATERIAL OF NEW MAIN)	
8" PVC SANITARY SEWER	
ALL PROPOSED FEATURES NOT SHOWN IN LEGEND WILL BE SHOWN THE SAME AS THEIR EXISTING COUNTERPART, BUT INDICATED BY BOLDER LINETYPE	
RAIL ROAD	
RETAINING WALL	
STRIPING (CONTINUOUS WHITE)	
STRIPING (DASHED WHITE)	
STRIPING (CONTINUOUS YELLOW)	
STRIPING (DASHED YELLOW)	
TOP OF SLOPE	
CONTOUR LINES (SHOWN BETWEEN TOP & TOE)	
TOE OF SLOPE	
TRAFFIC DETECTOR LOOP	
UTILITY LINE (ABANDON) (THIS CASE A WATER LINE)	
UTILITY LINE (CABLE TV)	
UTILITY LINE (ELECTRIC)	
UTILITY LINE (FIBER OPTIC)	
UTILITY LINE (GAS)	
UTILITY LINE (HIGH VOLTAGE OVERHEAD POWER)	
UTILITY LINE (OVERHEAD POWER)	
UTILITY LINE (OVERHEAD TELEPHONE)	
UTILITY LINE (SANITARY SEWER)	
UTILITY LINE (SANITARY SEWER FORCE MAIN)	
UTILITY LINE (SANITARY SEWER SERVICE)	
UTILITY LINE (STORM SEWER)	
UTILITY LINE (STORM SEWER, PERFORATED)	
UTILITY LINE (STORM/SANITARY SEWER SEWER COMBINATION)	
UTILITY LINE (TELEPHONE)	
UTILITY LINE (WATER)	

SYMBOLS

BENCH MARK	
CATCH BASIN	
CLEAN OUT	
CURB STOP	
FIRE HYDRANT	
GUY WIRE ANCHOR	
HEADGATE	
IRRIGATION PUMP	
MAILBOX	
MANHOLE (ELECTRIC)	
MANHOLE (GAS)	
MANHOLE (SANITARY/STORM)	
MANHOLE (TELEPHONE)	
MANHOLE (TV)	
MANHOLE (WATER)	
METER (GAS)	
METER (WATER)	
PEDESTAL (TELEPHONE)	
PEDESTAL (TV)	
PROPERTY PIN	
PULL BOX	
REDUCER FITTING	
SIGN OR POST (SIGN TYPE NOTED)	
SPRINKLER HEAD	
STREET LIGHT	
SURVEY MONUMENT (CITY)	
SURVEY MONUMENT (TYPE NOTED)	
TEST HOLE	
TRAFFIC PAINT MARKING	
TRAFFIC SIGNAL POLE AND MAST ARM	
UTILITY POLE	
VALVE (GAS)	
VALVE (IRRIGATION)	
VALVE (WATER)	
VEGETATION (HEDGE OR BUSH)	
VEGETATION (TREE STUMP)	
VEGETATION (TREE) (CALIPER SIZE NOTED)	
WATER HYDRANT	
WEIR	
YARD LIGHT	

PROJECT NO. _____

NORTH ARROW



ANSI Standard 11/2016, Last Column: Phone: 313.434.3434, Email: IT@cityofgrandjunction.com

REVISION	DESCRIPTION	DATE	DRAWN BY	JCS	DATE	4-02
REVISION			DESIGNED BY		DATE	
REVISION			CHECKED BY		DATE	
REVISION			APPROVED BY		DATE	

SCALES:	PLAN & PROFILE
	HORIZONTAL
	VERTICAL



PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION

CITY OF GRAND JUNCTION STANDARD ABBREVIATIONS, LEGEND, AND SYMBOLS

Bid Schedule: Las Colonias Park Access and Trail Construction

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	CONDUIT - 4" WATER PIPE (C-900 PVC)	180.	LF	\$ _____	\$ _____
2	108.5	24" MANHOLE CONE SECTION TO INCLUDE RING AND COVER AND CONCRETE COLLAR (48" I.D.). SEE SP-7 AND PLAN SHEET 5 FOR DETAILS.	1.	EA	\$ _____	\$ _____
3	202	REMOVAL OF TREE	3.	EA	\$ _____	\$ _____
4	202	REMOVAL OF SHRUB	5.	EA	\$ _____	\$ _____
5	202	REMOVAL OF IRRIGATION SYSTEM. CAP AND MARK IRR. MAIN AT LIMITS OF CONSTRUCTION. SALVAGE ALL HARDWARE AND RETURN TO THE CITY.	Lump	SUM	---	\$ _____
6	202	REMOVAL OF STRUCTURES AND OBSTRUCTIONS - CONCRETE REMOVAL TO INCLUDE SAW CUT EXCAVATION AND EMBANKMENT - UCLASSIFIED EXCAVATION	172.	SY	\$ _____	\$ _____
7	203	EROSION CONTROL (COMPLETE IN PLACE)	Lump	SUM	---	\$ _____
8	208	EROSION CONTROL (COMPLETE IN PLACE)	Lump	SUM	---	\$ _____
9	304/401	HOT MIX ASPHALT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) TO INCLUDE 10" OF CLASS 6 AGGREGATE BASE COURSE.	280.	SY	\$ _____	\$ _____
10	304/608	CONCRETE SIDEWALK (6" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	2,575.	SY	\$ _____	\$ _____
11	304/608	CONCRETE SIDEWALK (8" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	75.	SY	\$ _____	\$ _____
12	304/608	CONCRETE DRAINAGE PAN (6' WIDE) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	40.	SY	\$ _____	\$ _____
13	304/608	CONCRETE MEDIAN CURB WITH FILLET TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE. SEE PAGE C-35 OF THE STANDARD CONTRACT DOCUMENTS FOR DETAILS.	20.	SY	\$ _____	\$ _____

14	304/608	CONCRETE INTERSECTION CORNER TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	135.	SY	\$ _____	\$ _____
15	304/608	CONCRETE CURB AND GUTTER (2' WIDE) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	40.	LF	\$ _____	\$ _____
16	608	TEMPORARY TRAIL (ASPHALT MILLINGS) (CITY SUPPLIED) (4" THICK) 8' WIDE DETOUR AT ACCESS POINTS.	1,535.	SQ FT	\$ _____	\$ _____
17	608	CONCRETE SKID (REINFORCED 1'X 1'X6') TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	2.	EA	\$ _____	\$ _____
18	608	DETECTABLE WARNING (WET SET)	16.	EA	\$ _____	\$ _____
19	610	MEDIAN COVER MATERIAL (COLORED CONCRETE) (DAVIS COLORS SUNSET ROSE)(4" THICK) REFER TO DETAIL ON PLAN SHEET 6.	8.5	SY	\$ _____	\$ _____
20	620	SANITARY FACILITY	Lump	SUM	---	\$ _____
21	626	MOBILIZATION	Lump	SUM	---	\$ _____
22	630	TRAFFIC CONTROL PLAN	Lump	SUM	---	\$ _____
23	630	TRAFFIC CONTROL (COMPLETE IN PLACE)	Lump	SUM	---	\$ _____
24	BID ALTERNATE NO. 1	ASPHALT MILLINGS (12" THICK) (CITY SUPPLIED). SEE SP-6. THIS WORK SHALL INCLUDE THE RECONDITIONING OF SUBGRADE (12" DEEP) PRIOR TO PLACEMENT OF MILLINGS.	10,563.	SQ FT	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ 12,000.00
Bid Amount:						\$ _____
Bid Amount:						dollars
Bid Amount to Include Bid Alternate No. 1:						dollars

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REVISION Δ	DESCRIPTION	DATE	DRAWN BY HMC	DATE 2016
REVISION Δ			DESIGNED BY JKT	DATE 2016
REVISION Δ			CHECKED BY	DATE
REVISION Δ			APPROVED BY	DATE

SCALES:

PLAN & PROFILE

1" = 20'

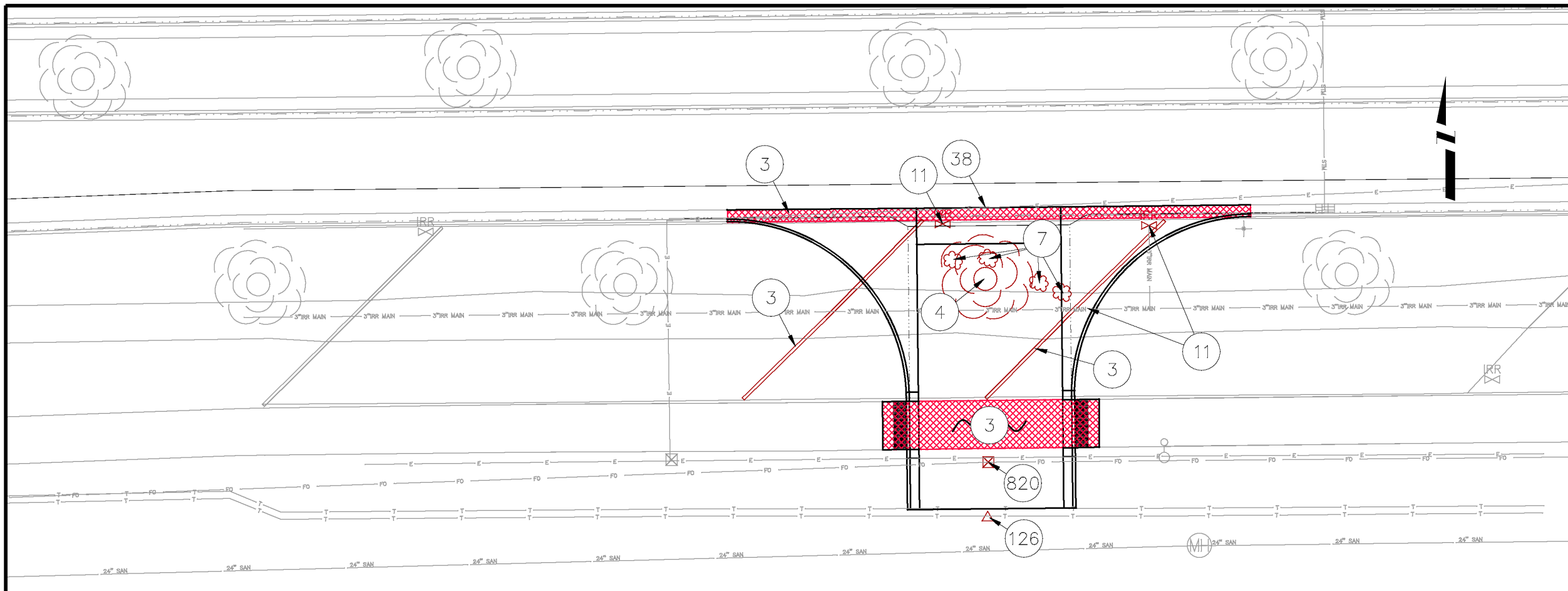
1" = 10'

1" = 5'

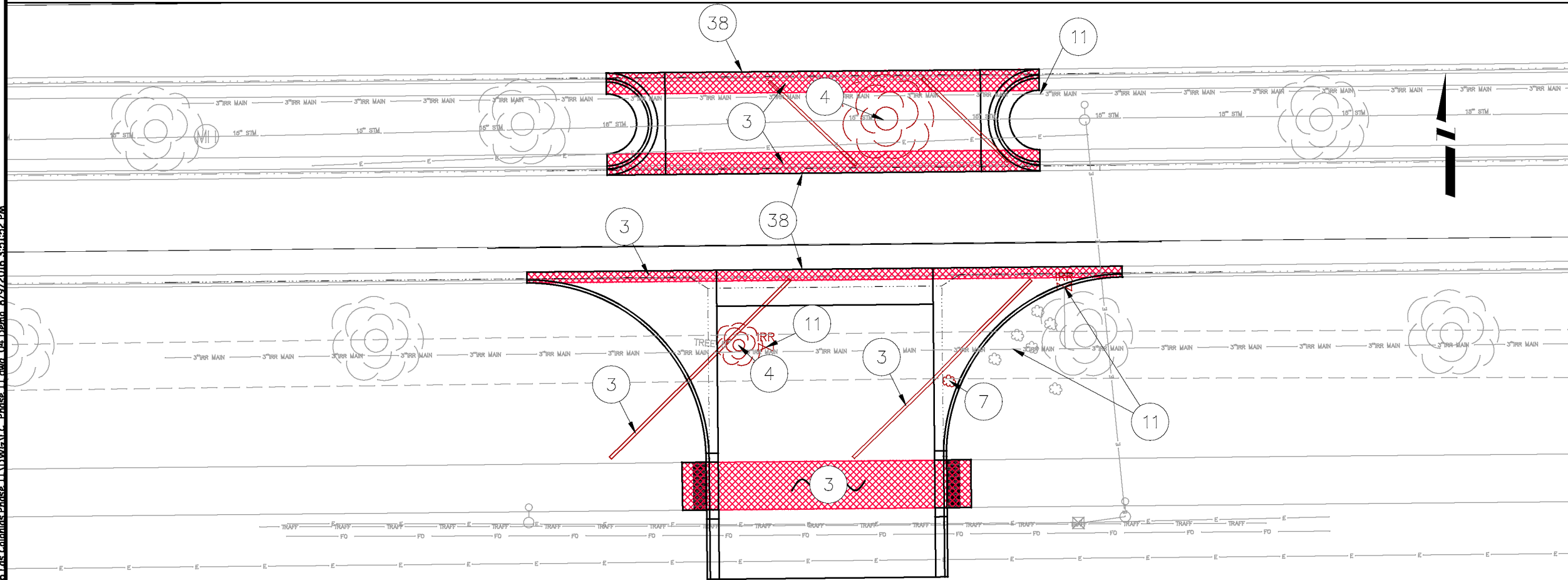


PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION

LAS COLONIAS TRAIL AND ACCESS CONSTRUCTION SUMMARY OF APPROXIMATE QUANTITIES



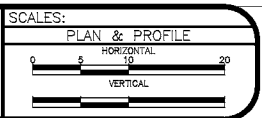
- 3 202 - REMOVAL OF CONCRETE. SAW CUT AND REMOVE CONCRETE AS SHOWN. (INDICATED BY CROSS HATCH PATTERN) INCLUDES BUT NOT LIMITED TO CURB, GUTTER, SIDEWALK, DRIVEWAY, SLABS, V-PAN, CURB RAMPS, INTERSECTION CORNERS, APRONS, AND LANDSCAPE BORDERS.
- 4 202 - REMOVAL OF TREE.
- 7 202 - REMOVAL OF SHRUB.
- 11 202 - REMOVAL OF IRRIGATION SYSTEM. CAP AND MARK 3\"/>
- 38 202 - SAW CUT CONCRETE AT EDGE OF GUTTER FULL DEPTH (MIN. 6\") ALONG ASPHALT. CARE SHALL BE TAKEN DURING REMOVAL OF CONCRETE CURB AND GUTTER AS TO NOT DAMAGE EXISTING ASPHALT.
- 126 210 - REMOVE/RESET TELEPHONE PEDESTAL (BY OTHERS).
- 820 PROTECT TRAFFIC PULLBOX.



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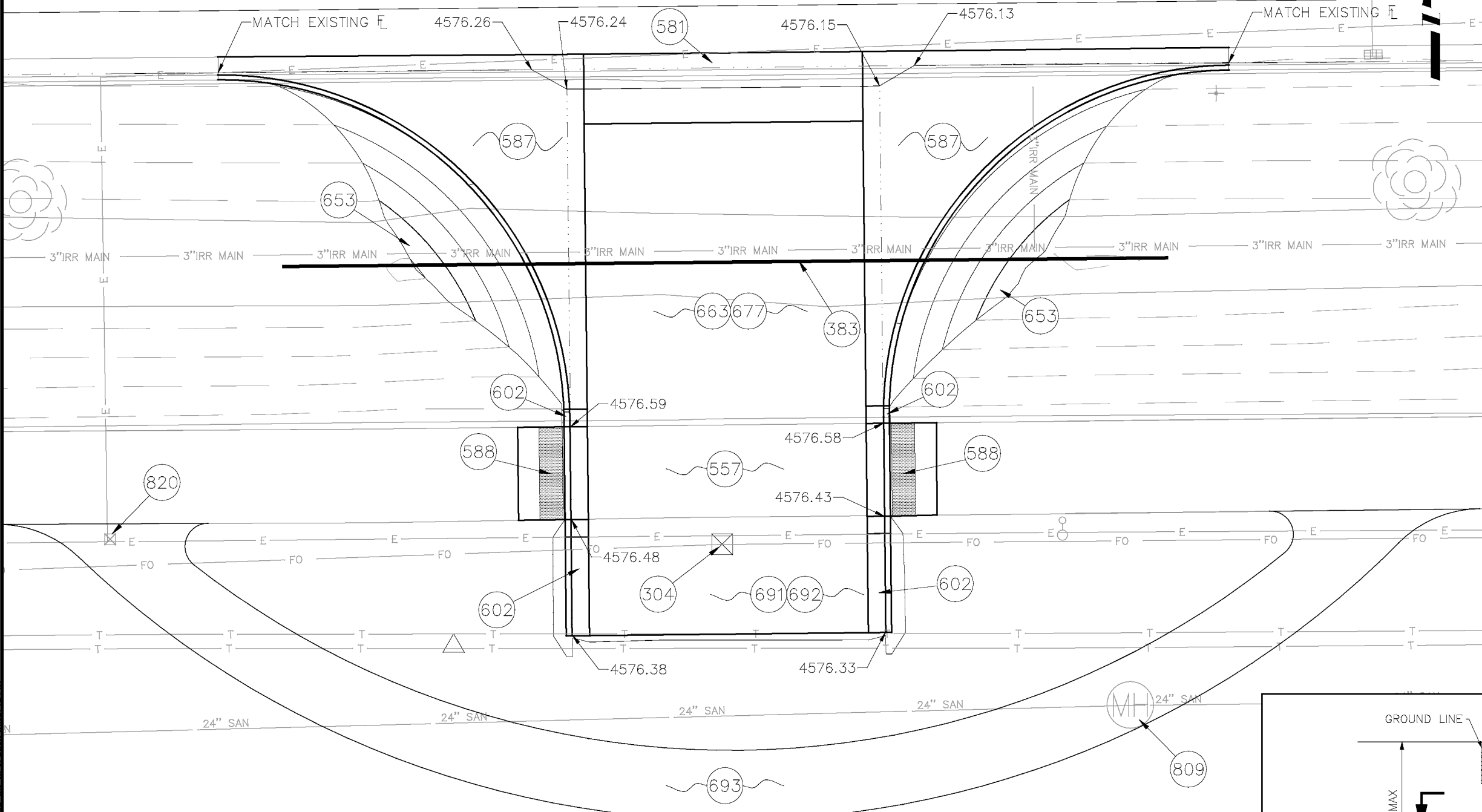
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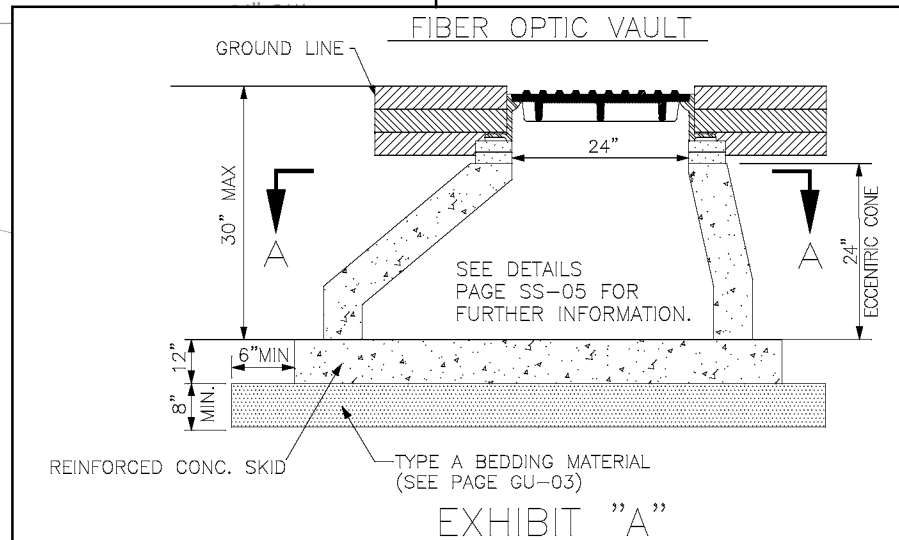
**PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION**

**LAS COLONIAS
TRAIL AND ACCESS CONSTRUCTION
DEMO**

NOTE
ALL SPOT ELEVATIONS AT \bar{L} UNLESS OTHERWISE NOTED

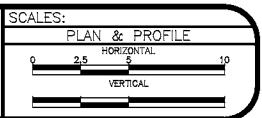


- 304 102.11|108.5 - SHALLOW MANHOLE IN PLACE OF FIBER OPTIC VAULT. (48\"/>
- 383 102.9/108.2 4\"/>
- 557 608.06 - CONCRETE SIDEWALK (8\"/>
- 581 608.06 - CONCRETE DRAINAGE PAN (6\"/>
- 587 608.06 - CONCRETE INTERSECTION CORNER TO INCLUDE 6\"/>
- 588 608.06 - DETECTABLE WARNING (CAST IRON)(WET SET)
- 602 608.06 - CONCRETE CURB AND GUTTER (2\"/>
- 653 203 - GRADE LANDSCAPE AREA AS SHOWN (2:1 FROM 3\"/>
- 663 304 - AGGREGATE BASE COURSE (CLASS 6) (10\"/>
- 677 401.08 - HOT BITUMINOUS PAVEMENT (4\"/>
- 691 SCARIFY AND RECOMPACT 12\"/>
- 692 ASPHALT MILLINGS (12\"/>
- 693 ASPHALT MILLINGS (4\"/>
- 809 PROTECT MANHOLE
- 820 PROTECT TRAFFIC PULL BOX



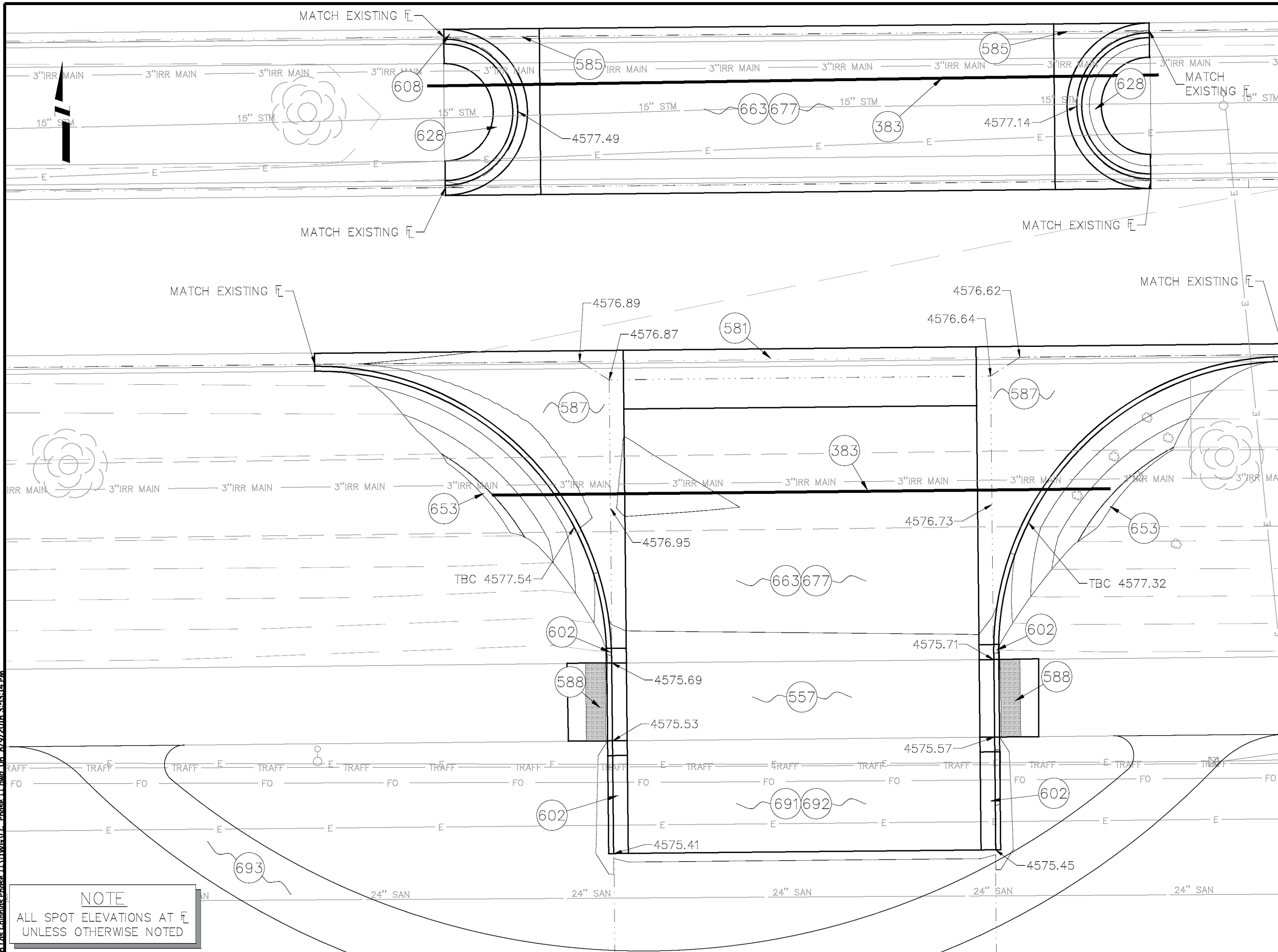
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REVISION			APPROVED BY		DATE	

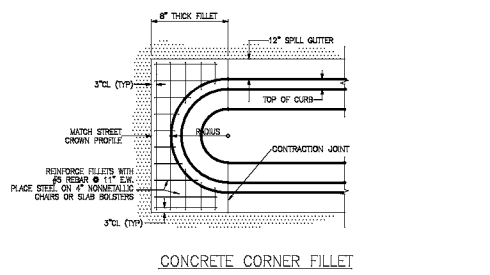
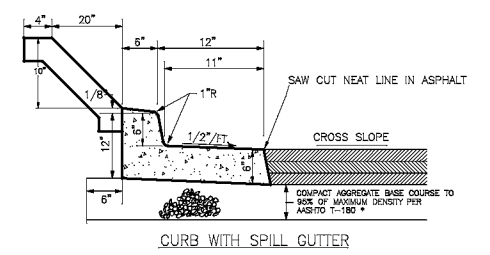


**PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION**

**LAS COLONIAS
TRAIL AND ACCESS CONSTRUCTION
WEST DRIVEWAY CUT**

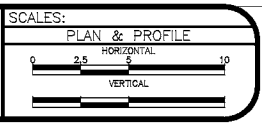


- 383 102.9/108.2 4" IRRIGATION CONDUIT (C-900 PVC)
- 587 608.06 - CONCRETE SIDEWALK (8" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.
- 581 608.06 - CONCRETE DRAINAGE PAN (6"WIDE) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.
- 585 608.06 - CONCRETE CORNER FILLET WITH REINFORCEMENT TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.. REFER TO MEDIAN CURB DETAIL PAGE C-35 IN THE STANDARD CONTRACT DOCUMENTS.
- 587 608.06 - CONCRETE INTERSECTION CORNER TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.
- 588 608.06 - DETECTABLE WARNING (CAST IRON)(WET SET)
- 602 608.06 - CONCRETE CURB AND GUTTER (2' WIDE) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE
- 608 608.06 - CONCRETE CURB WITH SPILL GUTTER (1'-6" WIDE) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.
- 628 610 - MEDIAN COVER MATERIAL (COLORED CONCRETE)(4" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.
- 653 203 - GRADE LANDSCAPE AREA AS SHOWN (2:1 FROM 3" BELOW TOP BACK OF CURB).
- 663 304 - AGGREGATE BASE COURSE (CLASS 6) (10" THICK)
- 677 401.08 - HOT BITUMINOUS PAVEMENT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) (TWO 2" LIFTS)
- 691 SCARIFY AND RECOMPACT 12" OF MATERIAL
- 692 ASPHALT MILLINGS (12" THICK) (CITY SUPPLIED) SEE SP-6.
- 693 ASPHALT MILLINGS (4" THICK) (CITY SUPPLIED)



NOTE
ALL SPOT ELEVATIONS AT \square UNLESS OTHERWISE NOTED

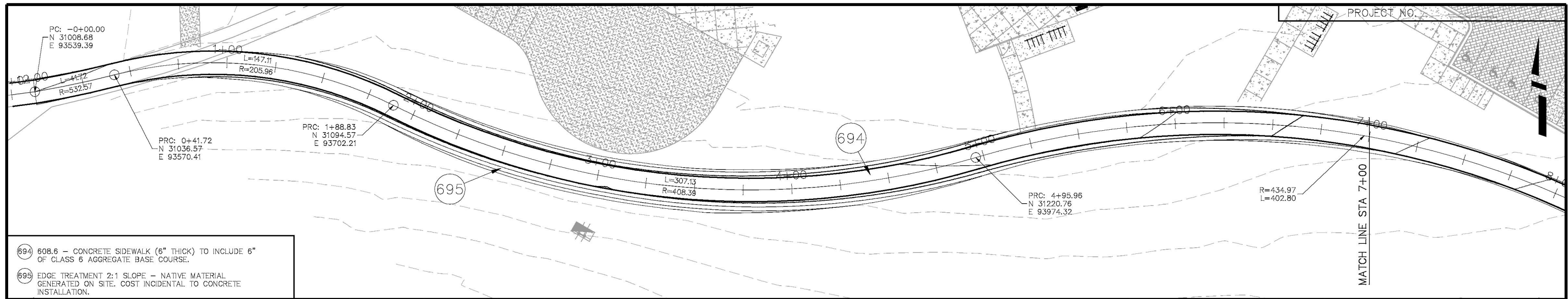
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REVISION Δ			APPROVED BY		DATE	



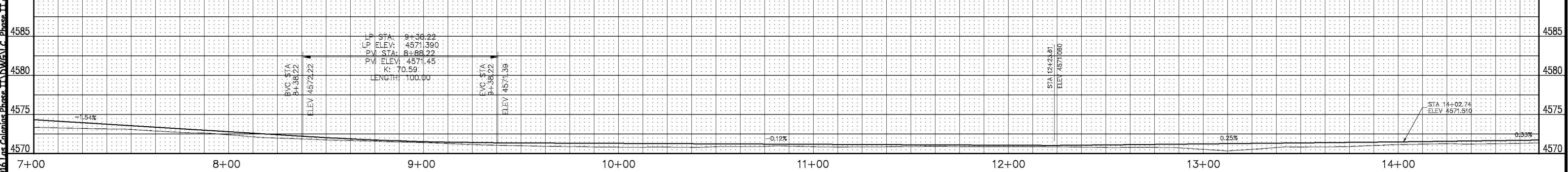
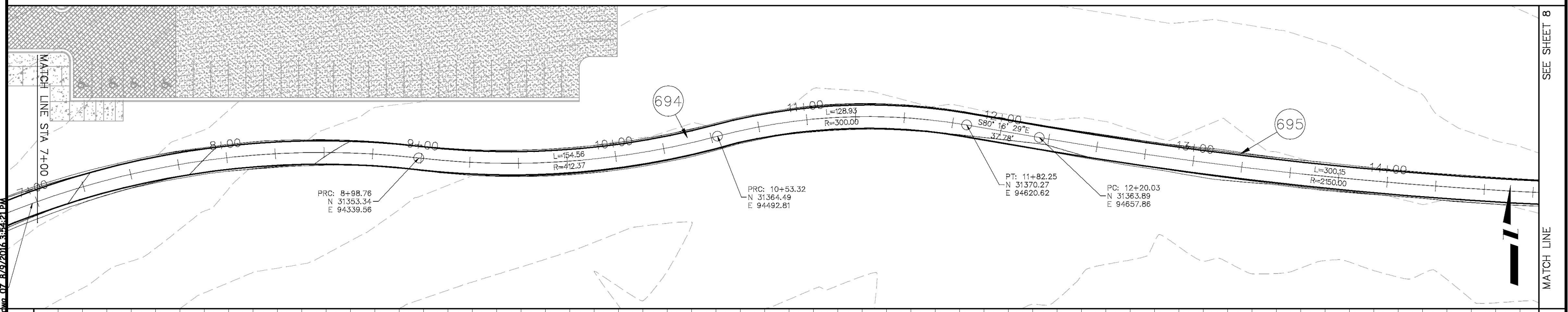
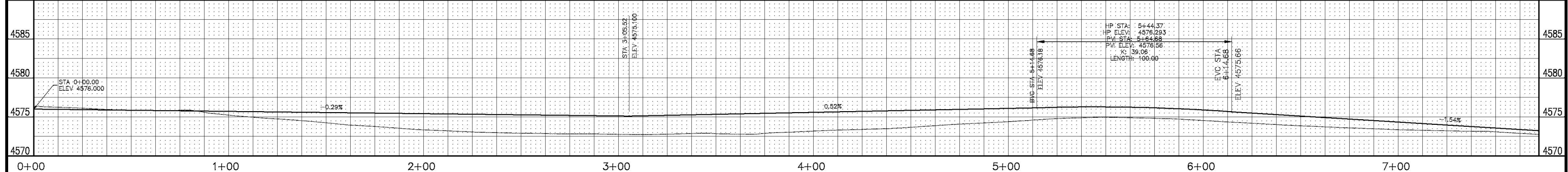
PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION

LAS COLONIAS TRAIL AND ACCESS CONSTRUCTION EAST DRIVEWAY CUT

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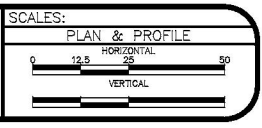


- 694 608.6 - CONCRETE SIDEWALK (6" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.
- 695 EDGE TREATMENT 2:1 SLOPE - NATIVE MATERIAL GENERATED ON SITE. COST INCIDENTAL TO CONCRETE INSTALLATION.



REVISION	DESCRIPTION	DATE
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 DESIGNED BY jkt DATE 2016
 CHECKED BY DATE
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**PUBLIC WORKS
 AND UTILITIES
 ENGINEERING DIVISION**

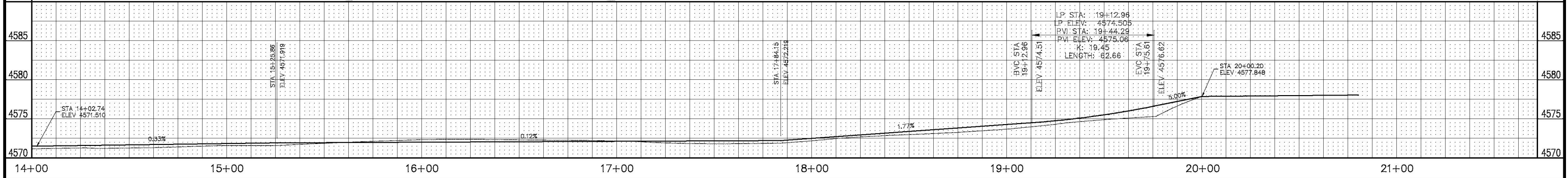
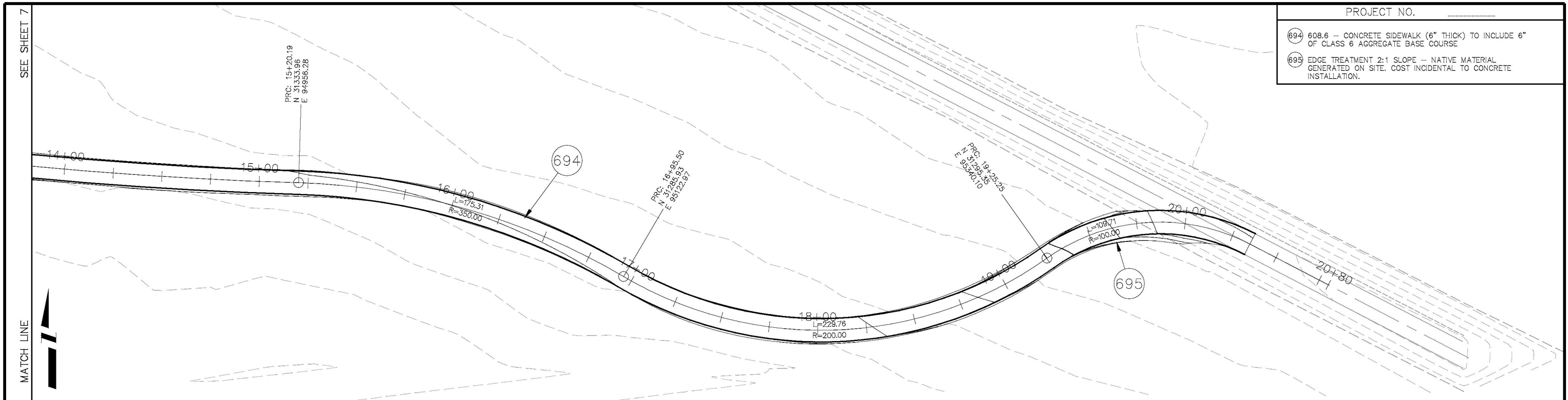
**LAS COLONIAS
 TRAIL AND ACCESS CONSTRUCTION
 TRAIL**

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SEE SHEET 8

MATCH LINE

- 694 608.6 — CONCRETE SIDEWALK (6" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE
- 695 EDGE TREATMENT 2:1 SLOPE — NATIVE MATERIAL GENERATED ON SITE. COST INCIDENTAL TO CONCRETE INSTALLATION.



TRAIL DIRTWORK CUT/FILL TABLE	
CUT	451.66 CU YDS
FILL	404.09 CU YDS
NET CUT	47.57 CU YDS

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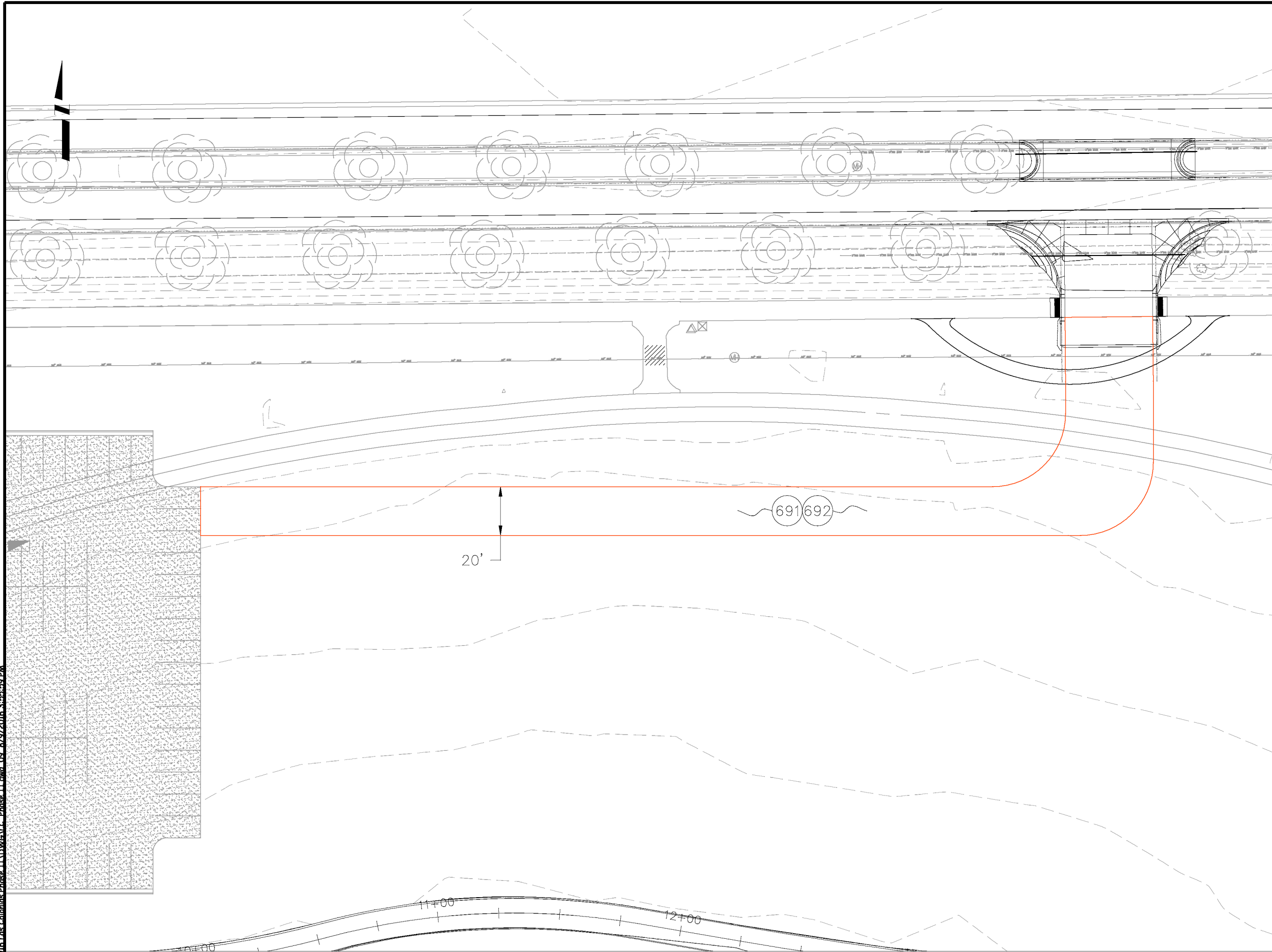
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REVISION	DESIGNED BY	jkt	DATE	2016		
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REVISION	APPROVED BY		DATE			



PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION

LAS COLONIAS TRAIL AND ACCESS CONSTRUCTION TRAIL

- 691 SCARIFY AND RECOMPACT 12" OF MATERIAL
- 692 ASPHALT MILLINGS (12" THICK) (CITY SUPPLIED) SEE SP-6.



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DESIGNED BY	JKT	DATE	2016
CHECKED BY		DATE	
APPROVED BY		DATE	

SCALES:	
PLAN & PROFILE	
HORIZONTAL	1" = 40'
VERTICAL	1" = 20'



**PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION**

**LAS COLONIAS
TRAIL AND ACCESS CONSTRUCTION
BID ALTERNATE #1 ACCESS ROAD**



Purchasing Division

ADDENDUM NO. 1

DATE: September 1, 2016
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Las Colonias Park Access and Trail Construction
IFB-4282-16-DH

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

Please make note of the following clarifications:

1. Q. Please provide clarification for QC/QA testing.
 - A. See Section 3.3.18 in Invitation for Bid (IFB-4282-16-DH).
2. Q. Who will be responsible for providing a stormwater management plan for this project?
 - A. The City will obtain the State Construction Storm Water Management Plan as well as the 5-2-1 Permit. Prior to construction commencing the permit will be transferred the appropriate contactor(s). Look for the State Construction Storm Water Management Plan in Addendum 2.
3. Q. Is the Trail contractor liable or penalized for any delays caused by the slough contractor?
 - A. No.
4. Q. The drawings currently posted for the abovementioned project do not contain erosion control items. Are there any erosion control drawings for this project?
 - A. See State Construction Storm Water Management Plan in Addendum 2.
5. Q. Do you have an estimated construction cost for each of the three projects? If yes, would you please provide those engineer's estimates for each project separately?
 - A. Information for estimated project costs is not being released.

6. Q. Rocky Mountain E-Purchasing states that for those with free memberships their proposals submitted online may take up to 24 hours to submit; opposed to those with paid memberships that submit immediately. May a contractor after submitting online through Rocky Mountain E-Purchasing also follow up with an email copy of their proposal to Mr. Duane Hoff to ensure the proposal is accepted by the bid date and time.

A. For the free memberships side of the Rocky Mountain E-Purchasing System, the 24 hour timeframe only pertains to the registration itself, not the submission of a bid or proposal. Once registered, the contractor's bid/proposal submission is processed instantaneously.
7. Q. It was discussed at the site visit meeting the City of Grand Junction will complete a portion of the site surveying. Would you please define the limits of the City's scope for the surveyors to provide competitive pricing for the contractor's responsibilities.
8. Addendum 2 shall address all other questions received that are not addressed in this Addendum 1.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: September 8, 2016
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Las Colonias Park Access and Trail Construction
IFB-4282-16-DH

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

Please make note of the following clarifications:

1. See attached State Construction Storm Water Management Plan.
2. Q. Is there a cross slope to the concrete trail? I didn't see one on the plans?
A. ¼" per foot cross slope on all concrete walk/trail.
3. Q. Stormwater Management and Dewater permitting. For those contractors bidding more than one of the three projects for the Las Colonias Park, are the contractors to include the cost of Stormwater management and dewatering permitting in each proposal? May we propose to have an allowance set for permitting and to have the permitting obtained and paid for out of said allowance?
A. The City has drafted and will supply the Construction Stormwater Management Plan. The City will apply and pay for both the Colorado Discharge Permit as well as the 5-2-1 Drainage permit. A dewatering permit is not anticipated.
4. Q. Local permitting, building and planning. Please confirm the contractor is to include in their proposal fee's associated with obtaining building permits and planning clearances for each project. If yes, will TCP fee's apply to these projects?
A. Local permitting, building, planning fees, and any other necessary permits/fees associated with construction shall be obtained and paid for by the Contractor. Traffic Capacity Payment (TCP) Fees do NOT apply to this project.

5. Q. Also, in reviewing the plans the quantities in the plans don't match up with the quantities said in the site-visit meeting. To just clarify please confirm the estimated quantities of dirt to be moved for each project.

A. NA to this Project.
6. See attached Construction Storm Water Management Plan and Site Map.
7. Q. What are the existing contour intervals on the east and west driveway cuts? The finish grade spot elevations are present but the contours are not labeled.

A. See Construction Note 653 on Access Construction Plan Sheets.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado

Construction Storm Water Management Plan

For

Project: Las Colonias Amphitheater & Slough Construction

Project No.: _____

Project Code: _____

Owner: The City of Grand Junction

(970) 256-4082

CSWMP Preparer: Jerod Timothy, Project Manager

(970)-244-1565

Construction Storm Water Management Plan
For
Las Colonias Amphitheater & Slough Construction

Introduction

This CSWMP for the Las Colonias Amphitheater project is formatted and presented consistent with Mesa County SWMM and State of Colorado SWMP criteria, and local guidance provided by the 5-2-1 Drainage Authority. There are no exceptions to State required inclusions in the plan. The following CSWMP is organized and presented as follows:

Section 1: Site Description

Section 2: Site Map (Storm Water Site Map in Appendix A)

Section 3: Storm Water Management Controls

Section 4: Final Stabilization

Section 5: Inspection and Maintenance Procedures

Appendix A: Storm Water Site Map

Appendix B: Site Photos (existing conditions)

Appendix C: Storm Water Inspection Forms

This CSWMP was prepared by Jerod Timothy, Project Manager, City of Grand Junction, Grand Junction, CO 970-244-1565

1. Site Description

a) The nature of the construction activity at the site. The description should include the physical location and address or cross streets, type of project, a summary of the grading activities, installation of utilities, paving, excavation, landscaping, and the final disposition of the property.

This property is located at 925 Struthers Avenue in Grand Junction, Colorado, is intended to be developed as municipal recreational park. This project generally consists of the construction of the amphitheater structure which is to include curb, gutter, and sidewalk; asphalt and concrete pavement; utilities (water, sanitary sewer, storm sewer and electricity) and the slough excavation along the Colorado River. This work shall also include clearing and grubbing and the removal of concrete and asphalt. Disturbances will be limited to the areas within the property owned by the City of Grand Junction.

Material generated from the slough excavation is to be utilized in the fill section of the amphitheater. The excess material generated from excavation within the site shall be stockpiled onsite in a designated area for future use.

Final stabilization will include concrete and asphalt pavement with landscaping consisting of sod, seed, trees, shrubs and several xeriscape areas around the amphitheater, parking lots and trails shown on the included Storm Water Site Map in Appendix A.

b) The proposed sequence for major activities. Describe the sequence of events involved in the construction project, such as grading, excavation, final landscaping, etc.

1. Installation of tracking pads (Amphitheater Contractor), silt socks (Amphitheater Contractor), and earth windrow (Slough Contractor).
2. Clearing and grubbing of existing vegetation.
3. Slough excavation which includes the embankment of material at the amphitheater site.
4. Access/entry way construction along with trail construction.
5. Utility construction (water, sanitary sewer, storm sewer and electrical).
6. Vertical Construction of the amphitheater.
7. Construction of concrete curb, gutter and sidewalk.
8. Asphalt paving operations.
9. Revision of temporary Storm Water BMP's to accommodate final landscaping.
10. Complete all miscellaneous site grading in preparation of final stabilization.
11. Install landscape at all areas located behind top back of curb and sidewalk.
12. Install traffic signs and parking striping.
13. Removal of temporary BMP's and final cleaning of permanent BMP's.

c) Estimates of the total area of the site, and the area and location expected to be disturbed by clearing, excavation, grading, or other construction activities.

Entire Lot: 53.85 Acres. Area to be disturbed: 35.18 acres.

d) A summary of any existing data used in the development of the site construction plans or SWMP that describe the soil or existing potential for soil erosion.

According to the Natural Resources Conservation Service, the property consists of two types of soils. Massadona silty clay loam, 0 to 2% slopes and Bebeever and Green River Soils, and Riverwash, 0 to % slopes.

The type of soil at this site would be characterized as NRCS Type Ba and Ro soil. The City did have a soils investigation performed and the report is available if warranted. Information of the on-site soils was used in the development of the SWMP and BMP design.

e) A description of the existing vegetation at the site and an estimate of the percent vegetative ground cover.

Vegetation is minimal within the site boundary with exception of the slough alignment. The percentage of ground cover is estimated to be less than 20% (Native weeds & grasses).

f) The location and description of all potential pollution sources, including ground surface disturbing activities, vehicle fueling, storage of fertilizers or chemicals, etc.

During a large storm event, any sediment transported by Storm Water would most likely follow the current land contours which drain to the south/southeast to the Colorado River.

Construction operations will disturb soils causing potential for pollution. This exposed soil is a potential pollution source and will be handled with the placement of two stabilized construction entrances, installation of silt sacks at inlets on adjacent roadways and an earth windrow along the southerly boundary of the site.

The Contractor awarded the Slough Restoration Project shall be responsible for the construction of the earth windrow/berm prior to work commencing.

The Contractor awarded the Amphitheater Project which includes, but may not be limited to utility installation, amphitheater construction, roadway and parking lots, concrete trail and landscape shall be responsible for the installation of tracking pads and silt socks as shown on the Site Map. Initially the Contractor for the Access and Trail Construction will be responsible for the necessary inlet protection. Upon completion of this phase of work the Amphitheater Contractor shall place necessary inlet protection.

The Contractor awarded the Access and Trail Construction shall be responsible for the installation of silt sacks along Riverside Parkway.

Construction workers trash is a possible pollution source. The ECS shall inspect the site daily for trash that can be a pollution source to the waterways. Any loose trash on-site shall be cleaned up and properly disposed of on a daily basis.

It will be the ECS responsibility to designate a specific area for fueling construction equipment and for the portable toilet during this project. Once the ECS determine the best place for a fueling area, the ECS shall mark the location on the construction drawings herein. The fueling area shall exhibit Best Management Practices in order to minimize and/or eliminate the

potential of fuel spillage. Any spillage of fuel onto the ground shall be immediately cleaned up and the contaminated soil disposed of properly at the Mesa County Landfill. Refer to the Storm Water Management Manual.

There is the possibility that construction specific chemicals could be stored on site. These chemicals will have to be stored in a manner that protects the chemical containers from weather and the chemicals from spillage. It shall be the contractor's responsibility to protect any chemicals stored on site from spilling, leaking and wet weather. All chemicals stored on site shall be kept at least 300 feet away from the Colorado River.

g) The location and description of any anticipated allowable sources of non-Storm Water discharge at the site, e.g., uncontaminated springs, landscape irrigation return flow, construction dewatering, and concrete washout.

The contractor and/or ECS shall determine the location of the concrete washout facility prior to any concrete pours. At a minimum, the washout facility shall be at least 300-feet away from any of the surface waters present on-site. It is the responsibility of the contractor to maintain and clean out the washout facility when the capacity reaches 50%.

h) The name of the receiving water (s) and the size, type and location of any outfall(s). If the Storm Water discharge is to a municipal separate storm sewer system, the name of that system, the location of the storm sewer discharge, and the ultimate receiving water(s).

The majority of the Storm Water runoff generated from the project site will enter into a side channel of the Colorado River. The side channel conveys water to the southwest and merges with the Colorado River. The Colorado River is the ultimate receiving waters for runoff generated at the project site.

Runoff from the north side (Riverside Parkway and Struthers Avenue) will go to a curb drained by a storm inlet structure (marked on the map) to a Storm Water quality pond (marked on map), ultimately draining to the Colorado River.

The topography of the project site is relatively flat. It is believed that during construction the majority of Storm Water will not sheet flow, but instead percolate into the ground.

2. Site Map

The SWMP must include a site map showing the entire area and identifying the following components:

a) Construction site boundaries;

A construction site boundary (disturbance boundary) is shown on the Storm Water Site Map included in Appendix A.

b) All areas of ground surface disturbance;

Ground disturbance activities will be contained within the disturbance boundary shown on the Storm Water Site Map included in Appendix A.

c) Areas of cut and fill;

This project will generate approximately 45,000 cubic yards of cut material. Cut areas consist of the slough excavation (Approx. 29,000 cy) and underlying the amphitheater, parking lot and sidewalk locations.

Approximately 20,000 cy of cut material shall be utilized in the fill area of the amphitheater with the remainder being stockpile at the east end of the site as designated on the attached Storm Water Site Map.

d) Areas used for storage of building materials, equipment, soil, or waste;

Storage location of building materials, equipment, soil, or waste will be determined by the ECS. The Contractor shall note area on site map prior to implementing.

e) Locations of dedicated asphalt or concrete batch plants;

No dedicated asphalt or concrete batch plants will be located on this project site.

f) Locations of all structural BMPs;

See Storm Water Site Map in Appendix A for the locations of the structural BMP's.

g) Locations of non-structural BMPs as applicable; and

See Storm Water Site Map in Appendix A for the approximate locations of the non-structural BMP's.

h) Locations of springs, streams, wetlands and other surface waters.

See Storm Water Site Map in Appendix A for details in regards to the Las Colonias Amphitheater and Slough Construction Project.

3. Storm Water Management Controls

The SWMP must include a description of all Storm Water management controls that will be implemented as part of the construction activity to control pollutants in Storm Water discharges. The appropriateness and priorities of Storm Water management controls in the SWMP shall reflect the potential pollutant sources identified at the facility. The description of the Storm Water management controls shall address the following, at a minimum:

a) SWMP Administrator- The SWMP shall identify a specific individual(s), position, or title who is responsible for developing, implementing, maintaining, and revising the SWMP. The activities and responsibilities of the administrator shall address all aspects of the facility's SWMP.

Upon award of the contract(s) the Contractor shall designate an individual who will be responsible for the SWMP administration which shall include development, maintaining, implementing and revising the SWMP. The assigned SWMP administrator is the contact for all on-site SWMP-related issues and is the person responsible for its accuracy, completeness, and implementation, even though the "permittee" (City) carries legal liability. The SWMP Administrator shall be a qualified Erosion Control Supervisor, per 5-2-1 Drainage Authority policy.

The Contractor awarded the Slough Restoration Project shall be responsible for the construction of the earth windrow/berm prior to work commencing.

The Contractor awarded the Amphitheater Project which includes, but may not be limited to utility installation, amphitheater construction, roadway and parking lots, concrete trail and landscape shall be responsible for the installation of tracking pads and silt socks as shown on the Site Map. Initially the Contractor for the Access and Trail Construction will be responsible for the necessary inlet protection. Upon completion of this phase of work the Amphitheater Contractor shall place necessary inlet protection.

The Contractor awarded the Access and Trail Construction shall be responsible for the installation of silt sacks along Riverside Parkway.

b) Identification of Potential Pollution Sources- All potential pollutant sources, including materials and activities, at a site must be evaluated for the potential to contribute pollutants to Storm Water discharges. The SWMP shall identify and describe those sources determined to have the potential to contribute pollutants to Storm Water discharges, and the sources must be controlled through BMP selection and implementation, as required in paragraph (c) below. At a minimum each of the following sources and activities shall be evaluated for the potential to contribute pollutants to Storm Water discharges, and identified in the SWMP if found to have such potential:

1) all disturbed and stored soils;

Disturbed soils will be present during this project and will have the potential to contribute sediment to Storm Water runoff and contribute to windblown dust. All disturbed soils will be confined by the constructed earth windrow (berm) and all other necessary BMP's as shown on the SWMP within the construction plans or where deemed appropriate to protect the Colorado River from sediment runoff. As soon as it is practical, the Contractor shall start the final stabilization process.

Stockpiled materials will have adequate erosion protection at the base of the stockpile. ECS shall specify on the Site Map.

2) vehicle tracking of sediments;

Vehicle tracking of sediments is a potential pollutant source in Storm Water on this project.

A Stabilized construction entrance (tracking pad) shall be employed during construction. Refer to Storm Water Management Manual.

3) management of contaminated soils;

Presence of uranium mill tailings are an anticipated contaminate within the site. At no time will any material be permitted to leave the site. Excess material generated during construction shall be stockpiled in a designated area with the necessary BMP's implemented. The City has been in close contact with CDPHE throughout design and planning for the site management.

Any spillage of fuel or hydraulic fluid onto the ground shall be immediately cleaned up and the

contaminated soil disposed of properly at the Mesa County Landfill. The City of Grand Junction's Hazardous Materials Division shall be immediately contacted upon any major spillage of hazardous material. Call 970-244-1470 for Hazardous Material spills.

4) loading and unloading operations;

Loading and unloading operations will occur during this project and have the potential to contribute to dust and vehicle tracking onto the streets. Stabilized construction entrances (tracking pads) shall be employed during construction. The tracking pads shall be maintained throughout construction in order to maintain their cleaning effectiveness.

Note that no material generated from this project shall be removed from the site.

5) Outdoor storage activities (building materials, fertilizers, chemicals, etc.)

It is anticipated that the contractor will provide a construction trailer for this project. Due to the nature of this project, construction chemicals may be present on-site. Any of the materials to be installed or used for the construction of the amphitheater, parking lot and sidewalk improvements shall be stored in a designated area to be protected by 6 foot chain link fencing. Any contaminants shall be contained at all times within a spill proof and waterproof container when not being used. Chemicals shall not be stored within 300-feet of the Colorado River.

6) vehicle and equipment maintenance and fueling;

It is anticipated that equipment maintenance and possibly fueling will be done on-site. The contractor and ECS shall designate a specific location for fueling and maintenance of equipment.

7) significant dust or particulate generating processes;

The Contractor shall apply water as needed for dust control.

8) routine maintenance activities involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.;

It is anticipated that equipment maintenance and fueling will be done on-site. The contractor and ECS shall designate a specific location for fueling and maintenance of equipment. Management of contaminated soils as a result of equipment maintenance shall be handled per section 3 above, "management of contaminated soils."

9) On-site waste management practices (waste piles, liquid wastes, dumpsters, etc.);

Provide an on-site covered trash receptacle.

10) concrete truck/equipment washing, including concrete truck chute and associated fixtures and equipment;

A portable concrete washout facility may be used. Detail to be provided by the ECS.

11) dedicated asphalt and concrete batch plants;

No dedicated asphalt or concrete batch plants will be located on this project site.

12) non-industrial waste sources such as worker trash and portable toilets;

One portable toilet is required to be on-site. Location for the portable toilet shall be at least 300-feet from the surface waters and proper precautions taking to prevent from being windblown.

13) Other areas or procedures where potential spills can occur.

No other potential Storm Water discharges are known at this time.

c) Best Management Practices. The SWMP shall identify and describe appropriate BMPs, including, but not limited to, those required by paragraphs 1 through 8 below, that will be implemented at the facility to reduce the potential of the sources identified in part b, above, to contribute pollutants to Storm Water discharges. The SWMP shall clearly describe the installation and implementation specifications for each BMP identified in the SWMP to ensure proper implementation, operation, and maintenance of the BMP.

1. Structural Practices for Erosion Control. The SWMP shall clearly describe and locate all structural practices implemented at the site to minimize erosion and sediment transport. Practices may include, but are not limited to: straw bales, wattles/sediment control logs, silt fences, earth dikes, drainage swales, sediment traps, subsurface drains, pipe slope drains, inlet protection, outlet protection, gabions, and temporary or permanent sediment basins.

1. Stabilized Construction Entrance (tracking pad): Reference the preliminary location, design, installation, and maintenance of the tracking pad on the Storm Water Site Map. The tracking pad may need to be lengthened during construction if the dimensions provided in the plans are not adequate for sediment removal from vehicle tires. The tracking pad need to be installed before any construction vehicles start entering and leaving the site for hauling operations.
2. Earth Windrow (Berm): Reference the location, design, installation, and maintenance of the berm on the Storm Water Site Map. The contractor shall construct berm per the details shown on the Storm Water Site Map. It is the responsibility of the contractor to maintain the berm when/if damaged.
3. Concrete Washout Facility: The contractor and/or ECS shall determine the location of the concrete washout facility prior to any concrete pours. At a minimum, the washout facility shall be at least 300-feet away from any of the surface waters present on-site. It is the responsibility of the contractor to maintain the washout facility.
4. Silt Sack (Inlet Protection): Shall be installed at locations shown on SWAP map. Regular maintenance/cleaning is required throughout construction.

2) Non-Structural Practices for Erosion and Sediment Control. The SWMP shall clearly describe and locate, as applicable, all non-structural practices implemented at the site to minimize erosion and sediment transport. Description must include interim and permanent stabilization practices, and site-specific scheduling for implementation of the practices. The SWMP should include practices to ensure that existing vegetation is preserved where possible. Non-structural practices may include, but are not limited to: temporary vegetation, permanent vegetation, mulching, geotextiles, sod stabilization, slope roughening, vegetative buffer strips, protection of trees, and preservation of mature vegetation.

1. Dust Abatement: Watering operations to reduce windborne dust. Dust abatement will be used throughout the course of this construction project.

2. Landscaping: Structural BMP's will be completed with landscaping.
3. Preserving Native Vegetation: Minimize existing vegetation disturbance.

3) Phased BMP Implementation The SWMP shall clearly describe the relationship between the phases of construction, and the implementation and maintenance of both structural and non-structural Storm Water management controls. The SWMP must identify the Storm Water management controls to be implemented during the project phases, which can include, but are not limited to, clearing and grubbing; road construction; utility and infrastructure installation; vertical construction; final grading; and final stabilization.

1. Slough Excavation/Material Embankment: The Contractor shall construct the windrow/berm prior to clearing and grubbing, slough construction and placement of embankment. During construction of the slough the downstream end at the Colorado River shall not be excavated until this phase of work is complete. This earth dam will serve as a BMP preventing any sediment from making its way into the Colorado River. A maintenance and fueling location shall be identified prior to work commencing and shall be noted on the SWAMP map.
2. Amphitheater and site civil construction (utilities, roadways, parking lots, sidewalk, etc.): The contractor shall install tracking pads and siltsacks as shown on the Storm Water Site Map. The windrow/berm shall be in place prior to this phase. This work shall include, but may not be limited to the locations identified for maintenance and fueling operations, trash receptacles, sanitary facility, concrete washout, material storage and any other necessary controls for construction operations.

4) Materials Handling and Spill Prevention. The SWMP shall clearly describe and locate all practices implemented at the site to minimize impacts from procedures or significant materials that could contribute pollutants to runoff. Such procedures or significant materials could include: exposed storage of building materials; paints and solvents; fertilizers or chemicals; waste material; and equipment maintenance or fueling procedures. Areas or procedures where potential spills can occur must have spill prevention and response procedures identified in the SWMP.

Presence of uranium mill tailings are an anticipated contaminate within the site. At no time will any material be permitted to leave the site. Excess material generated during construction shall be stockpiled in a designated area with the necessary BMP's implemented.

The City has been in close contact with CDPHE throughout design and planning for the site management. Any spillage of fuel or hydraulic fluid onto the ground shall be immediately cleaned up and the contaminated soil disposed of by direction of the Project Engineer as well as a representative of the CDPHE. The City of Grand Junction's Hazardous Materials Division shall be immediately contacted upon any major spillage of hazardous material. Call 970-244-1470 for Hazardous Material spills. Refer to the Storm Water Management Manual.

The contractor will be responsible for providing spill clean-up materials and spill prevention and response procedures. The spill prevention and pollution control plans developed by the contractor must be available on-site at all times. The ECS shall refer to section 208.06, Materials Handling and Spill Prevention, of the CDOT specifications for developing the materials and spill prevention response procedure.

5) Dedicated Concrete or Asphalt Batch Plants. The SWMP shall clearly describe and locate all practices implemented at the site to control Storm Water pollution from dedicated concrete batch plants or dedicated

asphalt batch plants covered by this certification.

No dedicated asphalt or concrete batch plants will be located on this project site.

6) Vehicle Tracking Control. The SWMP shall clearly describe and locate all practices implemented at the site to control potential sediment discharges from vehicle tracking. Practices must be implemented for all areas of potential vehicle tracking, and can include: minimizing site access; street sweeping or scraping; tracking pads; graveled parking areas; requiring that vehicles stay on paved areas on-site; wash racks; contractor education; and/or sediment control BMPs, etc.

During construction there will be two designated locations for access to the project site. These locations have been identified on the Storm Water Site Map. Tracking pads shall be installed to the minimum dimensions and details shown on the Storm Water Site Map.

7) Waste Management and Disposal, Including Concrete Washout. The SWMP shall clearly describe and locate the practices implemented at the site to control Storm Water pollution from all construction site wastes (liquid and solid), including concrete washout activities. The practices used for concrete washout must ensure that these activities do not result in the contribution of pollutants associated with the washing activity to Storm Water runoff. The SWMP shall clearly describe and locate the practices to be used that will ensure that no washout water from concrete washout activities is discharged from the site as surface runoff or to surface waters.

The contractor will be required to provide one portable toilet for the duration of the project and it shall be maintained throughout construction.

A covered trash receptacle is required.

The concrete washout facility shall be at least 300-feet away from any of the surface waters present on-site. It is the responsibility of the contractor to maintain the washout facility.

8) Groundwater and Storm Water Dewatering. The SWMP shall clearly describe and locate the practices implemented at the site to control Storm Water pollution from the dewatering of groundwater or Storm Water from excavations, wells, etc. Part I.D.3.d of the permit authorizes the conditional discharge of construction dewatering to the ground. For any construction dewatering of groundwater not authorized under a separate CDPS discharge permit, the SWMP shall clearly describe and locate the practices to be used that will ensure that no groundwater from construction dewatering is discharged from the site as surface runoff or to surface waters.

It is anticipated that groundwater will be encountered during certain phases of construction. Dewatering operations shall consist of the water being captured and released utilizing a sprinkler or other approved methods in designated areas within the construction site. Dewatering operations shall be in compliance with Part I.D.3.d of the permit.

4. Final Stabilization and Long-term Storm Water Management

a) The SWMP shall clearly describe the practices used to achieve final stabilization of all disturbed areas at the site, and any planned practices to control pollutants in Storm Water discharges that will occur after construction operations have been completed at the site. b) Final stabilization practices for obtaining a vegetative cover should include, as appropriate: seed mix selection and application methods; soil preparation and amendments; soil stabilization practices (e.g. crimped straw, hydro mulch or rolled erosion control products); and appropriate sediment control BMPs as needed until final stabilization is achieved; etc.

See landscape plans for details in regards to final stabilization and BMP implementation during this phase.

c) Final stabilization is reached when all ground surface disturbing activities at the site have been completed, and uniform vegetative cover has been established within an individual plant density of at least 70 percent of pre-disturbance levels, or equivalent permanent, physical erosion reduction methods have been employed.

Final stabilization will be achieved by landscaping detailed on the landscaping plans.

5. Inspection and Maintenance Procedures

a) The SWMP shall clearly describe the inspection and maintenance procedures implemented at the site to maintain all erosion and sediment control practices and other protective practices identified in the SWMP, in good and effective operation condition.

1. The ECS shall at a minimum inspect and document the project Storm Water management system every 14 days and within 24 hours after a precipitation or snowmelt event that causes erosion.

2. The inspections shall include but not limited to observation of:
- The construction site perimeter and discharge points (including discharges into a storm sewer system)
 - All disturbed areas and making sure the proper BMP is being used, is in the right location, and is installed per the plans.
 - Areas used for material/waste storage that are exposed to precipitation.
 - Other areas determined to have a significant potential for Storm Water pollution, such as the concrete washout facility, tracking pad, and the areas adjacent to Colorado River.
 - Erosion and sediment control measures identified on the Storm Water Site Map.
 - The inspection must determine if there is evidence of, or the potential for, pollutants entering the drainage system.
 - BMP's should be reviewed to determine if they still meet the design and operational criteria in the SWMP, and if they continue to adequately control the Storm Water runoff at the site.

APPENDIX A
Storm Water Site Map

APPENDIX B

Existing Site Photos (Pre-construction)



- 1) Looking east towards the intersection of Struthers Avenue and South 9th Street. Install stabilized construction entrance and silt sack at inlet structure.



2) Looking south from the northwest corner of proposed Las Colonias Amphitheater site. Proposed main entrance to amphitheater.



3) Photo looking east from northwest corner of proposed Las Colonias Amphitheater site. Amphitheater, parking lot and roadway to be located in this vicinity.



4) Photo looking east from the southwest corner of proposed Las Colonias Amphitheater site.



- 5) Looking east along the southerly boundary of project site. Construct earth windrow/berm along boundary as shown on Storm Water Site Map.



- 6) Looking northwest along southerly boundary of project site. Construct earth windrow/berm along boundary as shown on Storm Water Site Map.

APPENDIX D

Storm Water Inspection Forms

(Available Online)

DURING CONSTRUCTION (TEMPORARY MEASURES)

1. INLET BASIN PROTECTION - PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL INSTALL A TEMPORARY INLET BASIN FILTER. THE INLET BASIN FILTERS SHALL REMAIN IN PLACE UNTIL THE PROJECT HAS BEEN COMPLETELY PAVED AND ALL DIRT MOVING OPERATIONS ARE COMPLETE. THE FILTERS SHALL BE MAINTAINED BY THE CONTRACTOR, AND THE FILTER SHALL BE EITHER REPLACED OR CLEANED WHEN THE FILTER CAPACITY REACHES 50% OF THE TOTAL CAPACITY.
2. VEHICLE TRACKING - THE CONTRACTOR SHALL STAGE DAILY USE VEHICLES ON EXISTING ASPHALT SURFACE AS MUCH AS POSSIBLE TO LIMIT VEHICLE TRACKING ONTO ROADWAY SURFACE. AS A MINIMUM A VEHICLE TRACKING PAD SHALL BE INSTALLED AT THE ENTRANCE/EXIT TO THE PROPOSED PARKING LOT.

AFTER CONSTRUCTION (PERMANENT MEASURES)

1. SOILING/SEED/XERISCAPE- AREAS DISTURBED BEHIND THE TOP BACK OF CURB AND SIDEWALK SHALL BE STABILIZED UTILIZING ONE OF THE THREE METHODS MENTIONED OR AS DIRECTED PER PLAN.

GENERAL NOTES:

1. THE SWMP ESTABLISHES THE MINIMUM ACCEPTABLE REQUIREMENTS FOR STORM WATER POLLUTION PREVENTION ON SITE. THE CONTRACTOR MAY SUPPLEMENT THESE REQUIREMENTS AS APPROPRIATE FOR SPECIFIC CONSTRUCTION ACTIVITIES AND DIFFERENT STAGES OF CONSTRUCTION. ANY CHANGES TO THE PRACTICES SHOWN ON THIS PLAN MUST BE REVIEWED BY THE PROJECT INSPECTOR/MANAGER PRIOR TO IMPLEMENTATION.
2. A COPY OF THE SWMP, STORM WATER PERMITS AND CONSTRUCTION PLANS SHALL BE MAINTAINED ON SITE AT ALL TIMES.

RESPONSIBLE CONTRACTOR

1. THE SLOUGH CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE EARTH WINDROW/BERM. SEE BMP #1.
2. THE AMPHITHEATER AND SITE CIVIL CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION OF TRACKING PADS AND THE INSTALLATION OF SILT SACKS. SEE BMP #2.
3. THE ACCESS AND TRAIL CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF SILT SACKS ASSOCIATE WITH THE PROJECT. SEE BMP #3.

MAINTENANCE

1. THE CONTRACTOR'S EROSION CONTROL SUPERVISOR SHALL MAKE ROUTINE CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIRS OR SEDIMENT REMOVAL IS NECESSARY.
2. AFTER EACH RAINFALL OR MODERATE SNOW MELT, EROSION CONTROL MEASURES ARE TO BE CHECKED BY THE EROSION CONTROL SUPERVISOR. IF REPAIRS ARE NEEDED, THEY SHALL BE COMPLETED IMMEDIATELY.
3. SILT AND SEDIMENT SHALL BE REMOVED WHEN THEY REACH A HEIGHT OF ONE-HALF OF THE BARRIER (CHECK DAM, SILT FENCE, ANCHORED STRAW BALE OR EROSION CONTROL LOG).
4. WHEN TEMPORARY MEASURES ARE TO BE REMOVED, ANY SILT AND SEDIMENT DEPOSITS SHALL BE REMOVED AND SPREAD EVENLY IN FILL AREAS.

GENERAL NOTES

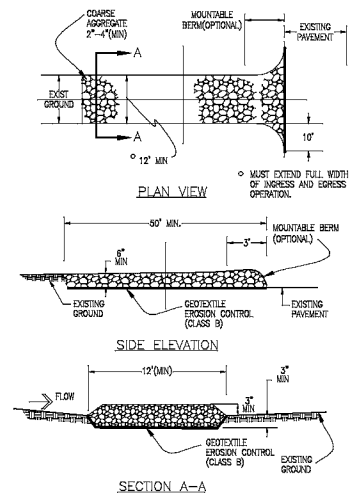
1. AT ALL TIMES DURING CONSTRUCTION, EROSION AND SEDIMENT CONTROL SHALL BE MAINTAINED BY THE CONTRACTOR OR HIS EROSION CONTROL SUPERVISOR.
2. EROSION CONTROL SYSTEM SHALL BE INSTALLED AS GRADING PROGRESSES.
3. DETAILS SHOWN ARE SCHEMATIC ONLY. ADJUST AS NECESSARY TO FIT FIELD CONDITIONS.
4. NEGATIVE IMPACTS TO DOWNSTREAM AREAS (OR RECEIVING WATERS) CAUSED BY THE SLOPE GRADING TO BE MONITORED AND CORRECTED BY THE CONTRACTOR AND/OR EROSION CONTROL SUPERVISOR.

NOTE:

1. THE CONTRACTOR SHALL MAINTAIN THIS SET OF SWMP PLANS FOR REDLINING AND CONTINUOUSLY UPDATING THE PLANS TO SHOW THE CURRENT BMP'S BEING USED AND WHY. THIS REDLINED SET OF THE SWMP SHALL BE KEPT ON-SITE AT ALL TIMES AND AVAILABLE FOR INSPECTION BY THE PROJECT ENGINEER, PROJECT INSPECTOR AND REGULATORY ENFORCEMENT PERSONNEL.
2. BEFORE CONSTRUCTION STARTS, THE ECS AND THE CONTRACTOR NEED TO DETERMINE THE MOST LOGICAL LOCATION FOR THE EQUIPMENT FUELING AND MAINTENANCE AREA. THE FUELING AND MAINTENANCE AREA NEEDS TO BE A MINIMUM OF 100- FEET AWAY FROM ANY SURFACE WATER FEATURE. THE ECS SHALL LABEL ON THE SWMP THE LOCATION OF THE FUELING/MAINTENANCE AREA.

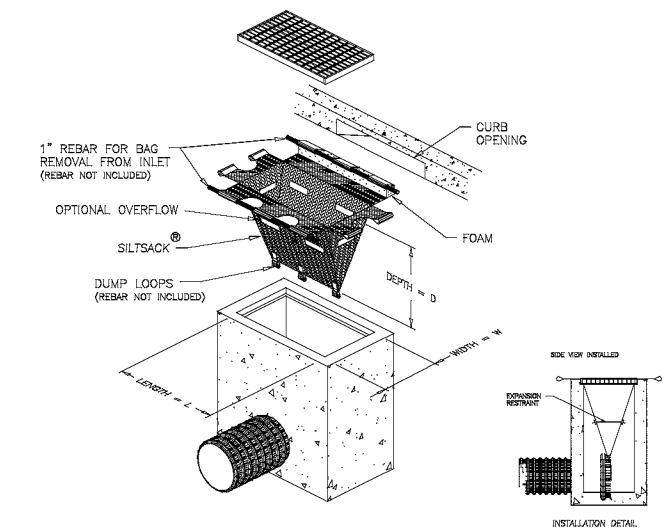
GENERAL NOTES:

1. THE CONTRACTOR SHALL ASSIGN TO THE PROJECT AN INDIVIDUAL TO SERVE IN THE CAPACITY OF THE EROSION CONTROL SUPERVISOR (ECS). THE ECS SHALL BE EXPERIENCED IN ALL ASPECTS OF CONSTRUCTION AND HAVE SATISFACTORILY COMPLETED AN ECS TRAINING PROGRAM AUTHORIZED BY THE 521 DRAINAGE AUTHORITY. PROOF THAT THIS REQUIREMENT HAS BEEN MET SHALL BE SUBMITTED TO THE ENGINEER PRIOR TO CONSTRUCTION STARTING. THE ECS SHALL ACT AS THE SWMP ADMINISTRATOR ON THE PROJECT.
2. THE CONTRACTOR MAY USE AN AREA ON SITE DESIGNATED AT THE PRECONSTRUCTION MEETING FOR CONSTRUCTION STAGING AND MATERIALS STORAGE. THE CONTRACTOR MAY OBTAIN OTHER AREAS FOR STAGING AND STORAGE, BUT WILL HAVE TO AMEND THE STORM WATER MANAGEMENT PLAN ACCORDINGLY.
3. THE CONTRACTOR CAN EXCAVATE A BASIN FOR THE WASHING OUT OF CONCRETE TRUCKS. WATER FROM THE BASIN MAY BE APPLIED TO THE ROADWAY BASE OR SUBBASE, OUTSIDE OF AREAS TO BE SEEDED OR LANDSCAPED, IN A MANNER SO THE WATER DOES NOT POND OR FLOW OFF. A PORTABLE CONCRETE WASHOUT FACILITY IS ALSO ACCEPTABLE.
4. THE CONTRACTOR SHALL KEEP ALL FUELING AND LUBRICATING OPERATIONS ON THE EAST SIDE OF LEACH CREEK AT LEAST 50 FEET EAST OF DRAINAGE CHANNEL. BECAUSE INDIVIDUAL BMP'S ARE NOT SHOWN FOR EACH LOCATION, THE CONTRACTOR SHALL NOTE ON THE CONSTRUCTION PLANS THE LOCATIONS AND TYPES OF BMP'S AS THEY ARE INSTALLED AND IMPLEMENTED.
5. PROVIDE SEDIMENT MIGRATION CONTROLS FOR ALL STOCKPILES OF MATERIALS USING WATTLES, SILT FENCES, GRADING CONTROLS, AND OTHERS.
6. PREVENT WIND EROSION VIA DUST CONTROL MEASURES. PROVIDE STREET SWEEPING FOR FUGITIVE SEDIMENT NOT CONTAINED VIA OTHER BMP'S.
7. MANAGE STORMWATER RUN-ON USING MEASURES SUCH AS EROSION LOGS, WATTLES, GRADING CONTROLS, BYPASSES AND OTHERS.
8. PROTECT ALL INLETS WITH INLET SILT SACKS PER DETAIL.



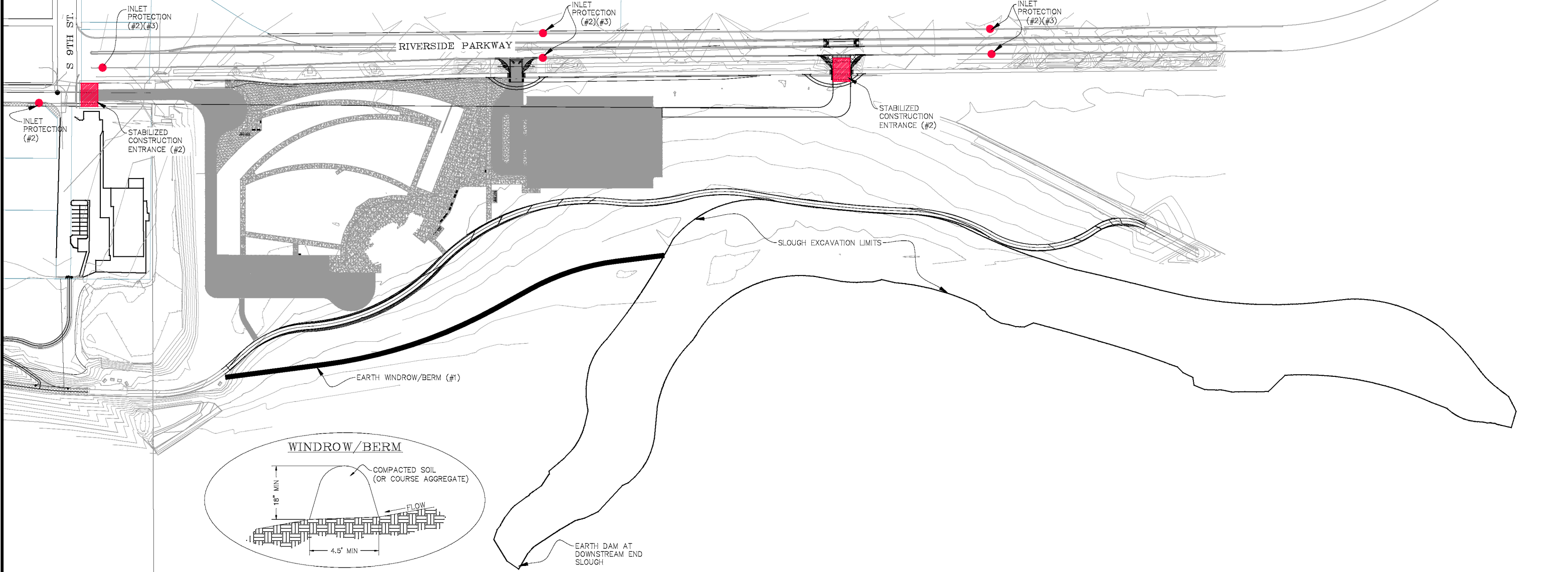
STABILIZED CONSTRUCTION ENTRANCE

Contractor shall construct a stabilized construction entrance at this location.



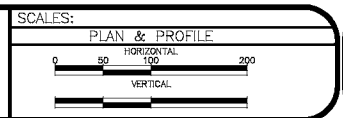
NOTE: THE SILTSACK WILL BE MANUFACTURED FROM A WOVEN POLYPROPYLENE FABRIC THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS.

SILTSACK OR EQUIVALENT



REVISION	DESCRIPTION	DATE
REVISION Δ		
REVISION Δ		
REVISION Δ		
REVISION Δ		

DRAWN BY	HMC	DATE	2016
DESIGNED BY	JKT	DATE	2016
CHECKED BY		DATE	
APPROVED BY		DATE	



PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION

LAS COLONIAS STORM WATER SITE MAP

N:\Landproj\2016 Las Colonias Phase II\DWG\LC_Phase II_SWMP.dwg, Layout1, 9/8/2016 3:32:09 PM

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Mountain Valley Contracting, Inc.
2377 F 1/2 Road
Grand Junction, CO 81505

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: \$ Five percent (5%) of total bid

PROJECT:

(Name, location or address, and Project number, if any)

Las Colonias Park Access & Trail Construction, IFB-4282-16-DH

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE, P. O. Box 73909
Cedar Rapids, IA 52407-3909

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

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 13th day of September, 2016




(Witness)



(Witness)

Mountain Valley Contracting, Inc.
(Contractor as Principal) (Seal)

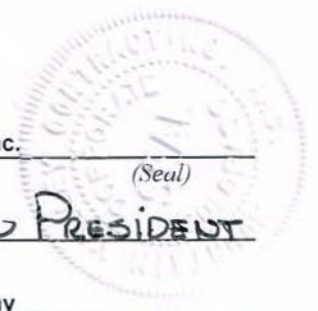


(Title) **PRESIDENT**

United Fire & Casualty Company
(Surety) (Seal)



(Title) **Darlene Krings, Attorney-in-Fact**



Init.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint DARLENE KRINGS, OR DIANE CLEMENTSON, INDIVIDUALLY OF FORT COLLINS CO; OR RUSSELL D. LEAR, OR WESLEY J. BUTORAC, OR STEVE J. BLOHM, INDIVIDUALLY OF DENVER, CO; OR KELLY T. URWILLER, OR K'ANNE E. VOGEL, OR DULCE R. HUGGINS, ALL INDIVIDUALLY OF GREELEY CO

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 24th day of September, 2017 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of September, 2015

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President



State of Iowa, County of Linn, ss:
 On 24th day of September, 2015, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

	Mary A. Bertsch Iowa Notarial Seal Commission number 713273 My Commission Expires 10/26/2016
--	---

Mary A Bertsch Notary Public
 My commission expires: 10/26/2016

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 13th day of September, 2016.



By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC

4. Contractor's Bid Form

Bid Date: 13 SEPTEMBER 16

Project: IFB-4282-16-DH "Las Colonias Park Access and Trail Construction"

Bidding Company: MOUNTAIN VALLEY CONTRACTING, INC.

Name of Authorized Agent: RICHARD DAVIS

Email RICK@MVCGJ.COM

Telephone 970-245-1990 Address 2377 - F 1/2 ROAD

City GRAND JUNCTION State CO Zip 81505

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, 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 Bidders, 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.

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

State number of Addenda received: 2

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

Bid Schedule: Las Colonias Park Access and Trail Construction

Contractor: MOUNTAIN VALLEY CONTRACTING, INC.

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	108.2	CONDUIT - 4" WATER PIPE (C-900 PVC)	180.	LF	\$ <u>9.00</u>	\$ <u>1,620.00</u>
2	108.5	24" MANHOLE CONE SECTION TO INCLUDE RING AND COVER AND CONCRETE COLLAR (48" I.D.). SEE SP-7 AND PLAN SHEET 5 FOR DETAILS.	1.	EA	\$ <u>1,500.00</u>	\$ <u>1,500.00</u>
3	202	REMOVAL OF TREE	3.	EA	\$ <u>200.00</u>	\$ <u>600.00</u>
4	202	REMOVAL OF SHRUB	5.	EA	\$ <u>50.00</u>	\$ <u>250.00</u>
5	202	REMOVAL OF IRRIGATION SYSTEM. CAP AND MARK IRR. MAIN AT LIMITS OF CONSTRUCTION. SALVAGE ALL HARDWARE AND RETURN TO THE CITY.		Lump SUM	---	\$ <u>225.00</u>
6	202	REMOVAL OF STRUCTURES AND OBSTRUCTIONS - CONCRETE REMOVAL TO INCLUDE SAW CUT EXCAVATION AND EMBANKMENT - UCLASSIFIED EXCAVATION	172.	SY	\$ <u>22.50</u>	\$ <u>3,870.00</u>
7	203	EROSION CONTROL (COMPLETE IN PLACE)		Lump SUM	---	\$ <u>3,275.00</u>
8	208	HOT MIX ASPHALT (4" THICK) (GRADING SX, BINDER GRADE PG 64-22) TO INCLUDE 10" OF CLASS 6 AGGREGATE BASE COURSE.		Lump SUM	---	\$ <u>850.00</u>
9	304/401	CONCRETE SIDEWALK (6" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	280.	SY	\$ <u>57.40</u>	\$ <u>16,072.00</u>
10	304/608	CONCRETE SIDEWALK (8" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	2,575.	SY	\$ <u>42.35</u>	\$ <u>109,051.25</u>
11	304/608	CONCRETE SIDEWALK (8" THICK) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	75.	SY	\$ <u>51.15</u>	\$ <u>3,836.25</u>
12	304/608	CONCRETE DRAINAGE PAN (6' WIDE) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	40.	SY	\$ <u>68.50</u>	\$ <u>2,740.00</u>
13	304/608	CONCRETE MEDIAN CURB WITH FILLET TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE. SEE PAGE C-35 OF THE STANDARD CONTRACT DOCUMENTS FOR DETAILS.	20.	SY	\$ <u>68.50</u>	\$ <u>1,370.00</u>
14	304/608	CONCRETE INTERSECTION CORNER TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	135.	SY	\$ <u>52.80</u>	\$ <u>7,128.00</u>
15	304/608	CONCRETE CURB AND GUTTER (2' WIDE) TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	40.	LF	\$ <u>17.50</u>	\$ <u>700.00</u>
16	608	TEMPORARY TRAIL (ASPHALT MILLINGS) (CITY SUPPLIED) (4" THICK) 8' WIDE DETOUR AT ACCESS POINTS.	1,535.	SQ FT	\$ <u>0.45</u>	\$ <u>690.75</u>
17	608	CONCRETE SKID (REINFORCED 1'X 1'X6") TO INCLUDE 6" OF CLASS 6 AGGREGATE BASE COURSE.	2.	EA	\$ <u>185.00</u>	\$ <u>370.00</u>
18	608	DETECTABLE WARNING (WET SET)	16.	EA	\$ <u>150.00</u>	\$ <u>2,400.00</u>

Bid Schedule: Las Colonias Park Access and Trail Construction

Contractor: MOUNTAIN VALLEY CONTRACTING, INC.

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
19	610	MEDIAN COVER MATERIAL (COLORED CONCRETE) (DAVIS COLORS SUNSET ROSE)(4" THICK) REFER TO DETAIL ON PLAN SHEET 6.	8.5	SY	\$ <u>115.00</u>	\$ <u>977.50</u>
20	620	SANITARY FACILITY	Lump	SUM	---	\$ <u>400.00</u>
21	626	MOBILIZATION	Lump	SUM	---	\$ <u>3500.00</u>
22	630	TRAFFIC CONTROL PLAN	Lump	SUM	---	\$ <u>200.00</u>
23	630	TRAFFIC CONTROL (COMPLETE IN PLACE)	Lump	SUM	---	\$ <u>7400.00</u>
24	BID ALTERNATE NO. 1	ASPHALT MILLINGS (12" THICK) (CITY SUPPLIED). SEE SP-6. THIS WORK SHALL INCLUDE THE RECONDITIONING OF SUBGRADE (12" DEEP) PRIOR TO PLACEMENT OF MILLINGS.	10,563.	SQ FT	\$ <u>0.85</u>	\$ <u>8978.55</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>12,000.00</u>
Bid Amount:						\$ <u>181,025.75</u>

Bid Amount:

ONE HUNDRED EIGHTY ONE THOUSAND TWENTY FIVE AND 75/100 dollars

Bid Amount to Include Bid Alternate No. 1: \$ 190,004.30

Bid Amount to Include Bid Alternate No. 1:

ONE HUNDRED NINETY THOUSAND FOUR AND 30/100 dollars



Purchasing Division

Change Order #1

Date: December 7, 2016
Contractor: Mountain Valley Contracting, Inc.
From: City of Grand Junction, Purchasing Division
Project: Las Colonias Park Access and Trail Construction IFB-4282-16-DH
PO #: 2016-00000723

Description: It is agreed to modify the Contract for the Project as follows:
Additional time (14 Calendar Days) is being added to the Original Contract Time of 33 Calendar Days, to complete the project.

Summary of Contract Price Adjustments:

Table with 2 columns: Description and Amount. Rows include Original Contract (\$181,025.75), Approved Change Orders to Date (\$0.00), This Change Order (\$0.00), and Revised Contract Amount (\$181,025.75).

Summary of Contract Time Adjustments:

Table with 2 columns: Description and Amount. Rows include Original Contract Time (33 Calendar Days), Approved Change Orders to Date (0 Calendar Days), This Change Order (14 Calendar Days), and Revised Contract Time (47 Calendar Days).

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: City of Grand Junction

Prepared by: Duane Hoff Jr., Senior Buyer

Date: 12/7/16

Approved by: Scott Hockins, Project Manager

Date: 12/7/16

Contractor: Mountain Valley Contracting, Inc.

Approved by: Richard Davis - Mountain Valley Contracting, Inc.
Richard Davis, President

Date: 12/7/2016 | 16:25 MST



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2016

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 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 Flood and Peterson PO Box 578 Greeley CO 80632		CONTACT NAME: Melanie Lathouwers, CIC PHONE (A/C, No, Ext): 720-977-6022 FAX (A/C, No): 720-977-7113 E-MAIL ADDRESS: MLathouwers@floodpeterson.com	
INSURED Mountain Valley Contracting, Inc. 2377 F 1/2 Road Grand Junction CO 81505		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Co NAIC # 10677 INSURER B: Pinnacle Assurance 41190 INSURER C: Catlin Specialty INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16-17

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR \$5,000 PD Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EPP0199078	6/24/2016	6/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		EBA0199078	6/24/2016	6/24/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			EPP0199078	6/24/2016	6/24/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	3457689	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			EPP0199078	6/24/2016	6/24/2017	\$250,000 Limit \$1,000 Ded.
C	Pollution/Professional			CPL9015680717	7/1/2016	7/1/2017	\$1mil Limit \$5,000 Ded.

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

Re: Las Colonias Park Access and Trail Construction IFB-4282-16-DH

City of Grand Junction and its employees are included as Additional Insured as required by written contract with respects to liability arising out of work performed by the named insured.

CERTIFICATE HOLDER**CANCELLATION**City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

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

M Lathouwers, CIC/MLA *Melanie Lathouwers*

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