



NOTICE OF AWARD

Date: February 2, 2017
Contractor: Elam Construction
Project: 2017 Contract Street Maintenance IFB-4317-17-DH

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

The Contractor is hereby notified that the Bid received from the Contractor for the Project in the amount of \$1,820,383.50 was accepted. The Contractor is hereby awarded all or portions of the Project described as: 2017 Contract Street Maintenance, the entire project as itemized in the Solicitation Response.

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

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

DocuSigned by:

9F789E7D50F14BC

Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Award is hereby acknowledged:

Contractor: Elam Construction, Inc.
Name: Russell A. Larsen, Chief Operating Officer, Elam Construction
Title: Chief Operating Officer
Date: 2/5/2017 | 08:22 MST



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 2nd day of February, 2017 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 Elam Construction 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 2017 Contract Street Maintenance IFB-4317-17-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; **2017 Contract Street Maintenance;**
- 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 Million Eight Hundred Twenty Thousand Three Hundred Eighty Three and 50/100 Dollars (\$1,820,383.50)**. 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: _____
9F789E7B56F148G...
Duane Hoff Jr., Senior Buyer

2/6/2017 | 08:02 MST

Date

Elam Construction

DocuSigned by:
Russell A. Larsen, Chief Operating Officer, Elam Construction
By: _____
13E931DC3664472...
Russell A. Larsen, Chief Operating Officer, Elam Construction

2/5/2017 | 08:23 MST

Date



Purchasing Division

Invitation for Bid

**IFB-4317-17-DH
2017 Contract Street Maintenance**

Responses Due:

January 13, 2017 prior to 3:30pm

Accepting Electronic Responses Only

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

<https://www.rockymountainbidssystem.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 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

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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, the project includes approximately 78,800 square yards of asphalt milling and a new 1 ½" to 2" overlay of hot mix asphalt, approximately 5855 tons of grading SX 75 (PG 76-28), and approximately 7170 tons of grading SX 75 (PG 64-22), 870 tons of patching, 560 SY of shoulder widening on existing streets within the City of Grand Junction. In addition, approximately 77,200 SY of pavement preservation, Chip Seal, is scoped for existing streets within the City of Grand Junction. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

IFB Questions:

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

- 1.2. Mandatory Pre-Bid Meeting:** **Prospective bidders are required to attend a mandatory pre-bid meeting on January 4, 2017 at 9:00am.** Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street. 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, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Prequalification Requirement:** Although the City no longer requires pre-qualification, Contractors are expected to have all of the proper equipment and training to perform the tasks include within this solicitation.
- 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:** 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:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

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

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is 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 completed. 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 work request is for improvements to selected roads within the City of Grand Junction. The improvements will include mill and fill operations, patching, shoulder improvements, and pavement preservation utilizing chipseal operations.

3.2. PROJECT DESCRIPTION: The project includes 78,800 square yards of asphalt milling and a new 1 ½" to 2" overlay of hot mix asphalt, approximately 5855 tons of grading SX 75 (PG 76-28), and approximately 7170 tons of grading SX 75 (PG 64-22), 870 tons of patching, 560 SY of shoulder widening on existing streets within the City of Grand Junction. In addition, approximately 77,200 SY of pavement preservation, Chip Seal, is scoped for existing streets within the City of Grand Junction.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on January 4, 2017 at 9:00am. Meeting location shall be in the City Hall Auditorium, located at 250 N. 5th Street. 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 Justin Vensel, Project Engineer, who can be reached at (970)256-4017. 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
Attn: Justin Vensel, Project Engineer
333 West Ave Building A
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 **60 Calendar Days** from the starting date specified in the Notice to Proceed.

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

3.3.8 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:

The following streets shall have all work performed between the hours of 7:00 PM to

7:00 AM:

- 24 Road – G Road to Canyon View Park
- 25 Road – I-70B to Patterson Road
- D Road – 31 Road to 32 Road

No Traffic control shall be in place, other than prestaging, prior to 7:00 PM and all traffic control shall be removed prior to 7:00 AM. In the event that traffic control is not removed by the time set above the contractor shall be subjected to a \$500/hour penalty.

3.3.9 Licenses and Permits: Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractor's 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:

- Door-hanger notices informing residents of the upcoming overlay work, planned dates of the work, and parking restrictions. These shall be hung on doors at least two, but not more than 7 days prior to the work at each location. In the event that door hangers are not distributed as per these special conditions and a vehicle needs to be removed from the project site the Contractor shall be responsible for the costs associated with the relocation of the vehicle.
- Damaged or outdated manhole ring and covers and Water Valve boxes and lids need to be replaced the City will furnish the above mentioned. The Contractor shall be responsible for picking up the materials from Castings Inc.

3.3.12 Project Newsletters: A newsletter for the Project will be prepared and distributed by the City. It will include general information about the Project including interruptions in utility services, street closures, parking restrictions, project schedule, and the names and telephone numbers of the contacts for the City and Contractor. The newsletter will be mailed approximately one week before the Contractor commences work.

The Contractor will be responsible for notifying all businesses and / or residents located adjacent to the work. Door hanger notifications shall be distributed at least two (2) working days prior to the day the Milling work is scheduled to begin. A second door hanger notification shall be distributed at least two (2) working days prior to the day the Overlay work is scheduled to begin.

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.

When approved by the Project Engineer, the Contractor may stockpile and store materials and equipment within public right-of-way. The Contractor shall be responsible for obtaining written permission to use private property for storage of materials and equipment. Copies of the above-mentioned agreements shall be submitted to the Project Engineer prior to use of the property.

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

3.3.17 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: Supplier shall perform quality control testing on the Asphalt. The Contractor shall provide quality control throughout the Contract, with the use of his/her own Quality Control Technicians or the use of a certified laboratory. In accordance with Section 401.06.3 of the City of Grand Junction Standard Specifications for Road and Bridge Construction, results of all quality control tests shall be submitted to the City's Quality Assurance Technician within 4 hours of the time of sampling. Failure to do so may require that paving be suspended until all sampling results have been received, reviewed, and approved. The Contractor shall supply a QC Lab personnel for night work for comparison of test data. If lab personnel is not supplied paving operations will be suspended until one is available. QC Field personnel shall remain on site during the duration of the paving operation or until in-place density are met.

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
- Hourly rate tables for Labor and Equipment to be used on this project
- Asphalt Mix Design for SX mix.
- Tack Coat
- Cover coat material (Type 1 Special)
- Emulsified Asphalt

3.3.20 Excess Material: All excess materials shall be disposed in accordance with General Contract Condition Section 50. All millings shall be delivered to City Shops, Riverside Yard, and become the property of the City of Grand Junction.

3.3.21 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.

3.4. SCOPE OF WORK/SPECIFICATIONS: This project is for 2017 Contract Street Maintenance Project. The project consists of milling of the existing roadway surface as described in job locations, A new asphalt mat, Full depth asphalt patching at location identified in the field and trench patching from the 2017 Sewer Line Replacement Project. The project will also include the adjustment of manhole as well as water valve and survey monuments.

3.4.1 Special Equipment: The paver shall be equipped with a 40' ski on any street segment longer than 600 lineal feet of continuous pavement. Unless otherwise approved by the Engineer or his representative. Auger extensions shall be used when the screed is extended to a width greater than two feet beyond the auger. The auger extensions shall be installed to ensure a constant head of material.

Asphalt Material Transfer Vehicle: The contractor shall use a materials transfer vehicle in conjunction with belly dump to reduce irregularities in the paving. On the following street sections:

- 24 Road – G Road to Canyon View Park
- 25 Road – I-70B to Patterson Road
- D Road – 31 Road to 32 Road
- 4th Street – Grand Avenue to North Avenue
- Gunnison Avenue – 12th Street to 24th Street
- 12th Street – Pitkin Avenue to Gunnison Avenue

3.4.2 Arterial and Collector Streets: All paving shall be completed a maximum of 7 calendar days after the milling at the following locations:

- 24 Road – G Road to Canyon View Park
- 25 Road – I-70B to Patterson Road
- D Road – 31 Road to 32 Road
- 4th Street – Grand Avenue to North Avenue
- 7th Street – Teller Avenue to North Avenue
- 12th Street – Pitkin Avenue to Gunnison Avenue

3.4.3 Asphalt Paper Joints: The Contractor shall install asphalt paper joints at all locations where milling the roadway creates a vertical edge greater than 1" in height in the direction of travel. The paper joints shall be installed immediately following milling operations. The asphalt used in the paper joint shall be removed prior to placing the overlay. The cost of the paper joints shall be included in the unit price for the asphalt items and will not be measured or paid for separately.

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

3.4.5 Milling at Drainage Inlets: When milling adjacent to inlets that have a concrete edge protruding into the street, it shall be the Contractor's responsibility to provide an approved marker or barricade to protect vehicle tires from damage until the overlay is placed. **It shall be the Contractors responsibility to ensure millings, tack coat and/or HMA do not enter the storm drain system.**

3.4.6 Painted Lane Lines: The Contractor shall be responsible for recording the location of all existing striping, and shall place longitudinal paving joints on or immediately adjacent to said striping.

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

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

3.4.9 Asphalt Paper Joints: The Contractor shall install asphalt paper joints at all locations where milling the roadway creates a vertical edge greater than 1" in height in the direction of travel. The paper joints shall be installed immediately following milling operations. The asphalt used in the paper joint shall be removed prior to placing the overlay. The cost of the paper joints shall be included in the unit price for the asphalt items and will not be measured or paid for separately.

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

3.4.11 Payment for Hot Mix Asphalt: The Contractor is reminded that Section 401.07.1 of the City of Grand Junction Standard Specifications for Road and Bridge Construction will be used to determine Pay Factors for calculating the basis of payment for Hot Bituminous Pavement.

3.4.12 Manholes and Water Valves: It shall be the contractors' responsibility to

accurately record and adjust all manholes, valve boxes and survey monuments final grade. In the event that a utility is paved over it shall be the contractors' responsibility to expose and adjust to final grade within 2 days. In all other cases utilities shall be raised to final grade within 7 days after completion of paving street segment, and shall be the contractors' responsibility to expose the affected utility during the event of an emergency.

3.4.13 Reset Structure: Section 210 of the Standard Specifications is hereby revised for this project as follows:

Section 210.10, Adjust Structure, shall include the following:

- (1) The following shall apply to adjusting manhole rings in traveled through lanes:
 - (a) Manholes shall be paved over during the overlay. Sand or paper will be used to prevent the asphalt from adhering to the manhole cover. After paving, the manhole ring shall be adjusted to grade by the use of concrete grade rings. The cut area around the manhole shall then be patched with Grading-SX, Hot mix Asphalt to the same thickness as the adjacent pavement. When adjusting the manhole ring to match the cross slope of the street, the Contractor shall fill the space between the concrete grade ring and the cast iron ring with Rapid Road Repair or Engineer approve equal. In the event that grade rings are removed and or replaced as part of the adjustment the contractor shall fill the annular area below the uppermost grade ring with a self-consolidating media such as 3/4" washed rock or completely fill the area with Rapid Road Repair or Engineer approved equal.
 - (b) Manhole adjustment tolerance: all manholes adjusted as part of this project shall meet the following criteria: level with the adjacent asphalt or (-)1/8". Manholes set outside of this tolerance will be rejected.
- (2) Valve boxes can be adjusted by the use of cast iron valve box extensions or by digging the valve box out after paving and raising the existing box. After adjusting the height of the valve box, the area around the valve box shall be filled with Grading-SX, Hot Mix Asphalt to the same thickness as the adjacent pavement. Water valve tolerance will be the same as section 1 b with the exception of (-) 1/4"

3.4.14 Aggregate Base Course:

Section 304 of the Standard Specifications is hereby revised for this project as follows:

Subsection 304.01 shall include the following:

In areas of asphalt overlay where there is no curb and gutter, the Contractor shall backfill the shoulder with Class-6 Aggregate Base Course immediately following the overlay. The shoulder shall have a slope of 12:1 or flatter, and shall extend a maximum 4' from the edge of asphalt. The aggregate base course shall be brought level to the new pavement surface and compacted. An exception to this will be made in areas where shoulder material would extend into existing yards or landscaping adjacent to the roadway. In these locations, it will be necessary to provide Materials that match the existing landscape.

3.4.15 Construction Zone Traffic Control:

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

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

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

3.4.16 Materials: In the event that excavation of the manholes grade rings are disturbed or removed and replaced due to damage the Contractor is instructed to follow these guidelines:

The annular area beneath the bottom of the uppermost grade ring shall either be filled with a self-consolidating material, i.e. ¾" screened rock or engineer approved equal or shall be completely filled with Quikrete's Rapid Road Repair or Engineer approved equal. No other means will be considered.

3.4.17 Chipseal Specifications Rock and Oil:

Emulsified Asphalt:

The contractor will be allowed to bid either the CRS-2P or CRS-2R for the emulsified asphalt for this project.

Aggregate:

3/8" Chips Modified CDOT Spec (703.05), Type I, 100% fractured face, No more than 8% passing the No. 4. All aggregate shall be washed.

3.4.18 Work By Others:

The following locations will have sanitary sewer work completed as part of the 2017 Sewer Line replacement project:

- 4th Street – Manhole replacement and Service Line installations
- 7th Street - Manhole replacement and Service Line installations
- 12th Street - Manhole replacement and Service Line installations
- 9th Street - Manhole replacement and Service Line installations
- 25 Road – Repair 30' of damaged (sagging) Main line
- Bookcliff Avenue – Replacement of 275' of Main Line
- Gunnison Ave – Replacement of Curb and Gutter Dwys. (ADA Compliance) and 1675' of sanitary main line.

It is anticipated that this work will be completed prior to the overlays starting. In the event that this work is not completed the contractor or the City may opt for a revised start date.

The trench patching will be included in the work for the 2017 project and will be paid for by the Ton. Patching material shall be Grading SX 75 Binder 64-22.

3.5. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	December 15, 2016
Mandatory Pre-Bid Meeting	January 4, 2017
Inquiry deadline, no questions after this date	January 6, 2017
Addendum Posted	January 10, 2017
Submittal deadline for proposals	January 13, 2017

City Council Approval	February 1, 2017
Notice of Award & Contract execution	February 2, 2017
Bonding & Insurance Cert due	May 30, 2017
Preconstruction meeting	May 30, 2017
Work begins no later than	June 5, 2017
Final Completion	August 4, 2017
Holidays:	
Independence Day	July 4, 2017

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4317-17-DH "2017 Contract Street Maintenance"

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.

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____

Title: _____

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

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

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

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

Bid Schedule: 2017 Asphalt Overlays & Pavement Preservation

Company Name: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Asphalt Mat (Planning) (0"to2.5")	78,800.	SY	\$ _____	\$ _____
2	203	Unclassified Excavation	100.	CY	\$ _____	\$ _____
3	210	Adjust Valve Box (Price to include adjustment of survey monuments)	188.	EA	\$ _____	\$ _____
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	103.	EA	\$ _____	\$ _____
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	3.	EA	\$ _____	\$ _____
6	304	Shoulder Widening (4' beyond existing edge of asphalt)(removal of existing media if other than base course material to match existing road cross slope)(see description in special provisions)	560.	SY	\$ _____	\$ _____
7	304	Aggregate Base Course (Class 6)	155.	Ton	\$ _____	\$ _____
8	304	Aggregate Base Course (Class 6) (Shoulder Gravel)	455.	Ton	\$ _____	\$ _____
9	401	Hot Mix Asphalt (8" Patching, Full Depth Asphalt)(Grading SX 75 Binder Grade 64-22)(Price to include removal of material 8" below milled asphalt or surface to be paved over or Chip sealed over)	870.	Ton	\$ _____	\$ _____
10	401	Hot Mix Asphalt (4" Patching, Full Depth Asphalt)(Grading SX 75 Binder Grade 64-22)(Price to include removal of material 4" below milled asphalt or surface to be paved over)(Sewer Line Rehabilitation)(Trench Patching)	457.	Ton	\$ _____	\$ _____
11	401	Hot Mix Asphalt (Top Mat)(Grading SX 75 Binder Grade 64-22)	7,170.	Ton	\$ _____	\$ _____
12	401	Hot Mix Asphalt (Top Mat)(Grading SX 75 Binder Grade 76-28)	5,855.	Ton	\$ _____	\$ _____

Bid Schedule: 2017 Asphalt Overlays & Pavement Preservation

Company Name: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
13	620	Sanitary Facility		Lump Sum	---	\$ _____
14	626	Mobilization		Lump sum	---	\$ _____
15	630	Traffic Control (Complete in Place)		Lump sum	---	\$ _____
16	630	Traffic Control Plans		Lump sum	---	\$ _____
17	630	Flagging	1,900.	HR	\$ _____	\$ _____
18		Pavement Preservation (Chipseal)				
19	409	Cover Coat Material (Type I Special)	77,200.	SY	\$ _____	\$ _____
20	411	Emulsified Asphalt (CRS-2P or CRS-2R)	29,336.	GAL	\$ _____	\$ _____
21	620	Sanitary Facility		Lump sum	---	\$ _____
22	626	Mobilization		Lump sum	---	\$ _____
23	630	Traffic Control (Complete in Place)		Lump sum	---	\$ _____
24	630	Traffic Control Plans		Lump sum	---	\$ _____
25	630	Flagging	572.	HR	\$ _____	\$ _____
INC		Incentive HMA 64-22 All except Prelevel and Patching	---	---	---	\$ 20,000.00
INC		Incentive HMA 76-28	---	---	---	\$ 20,000.00
MCR		Minor Contract Revisions	---	---	---	\$ 50,000.00
Bid Amount:						\$ _____

Total Bid Amount:

_____ **dollars**

APPENDIX A
Project Submittal Form

PROJECT SUBMITTAL FORM

PROJECT: **2017 Asphalt Overlays**

CONTRACTOR:

PROJECT ENGINEER: Justin Vensel

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

STREET CONSTRUCTION

Pavement mix design				
Base course gradation, Proctor curve				

EROSION CONTROL / STORMWATER MANAGEMENT

Inlet Protection				

PERMITS, PLANS, OTHER

Traffic Control Plan				

APPENDIX B

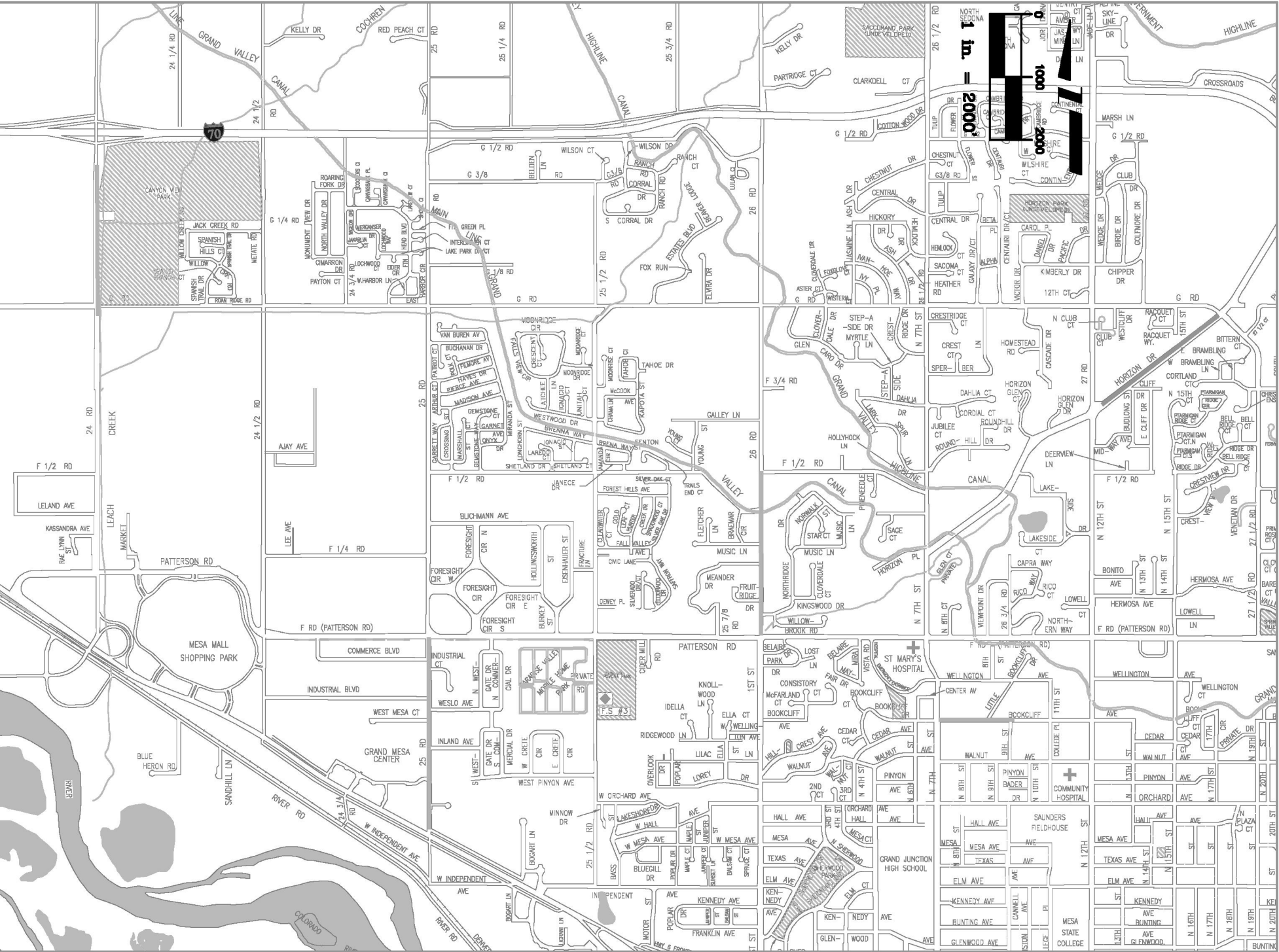
2017 ASPHALT OVERLAY PROJECT

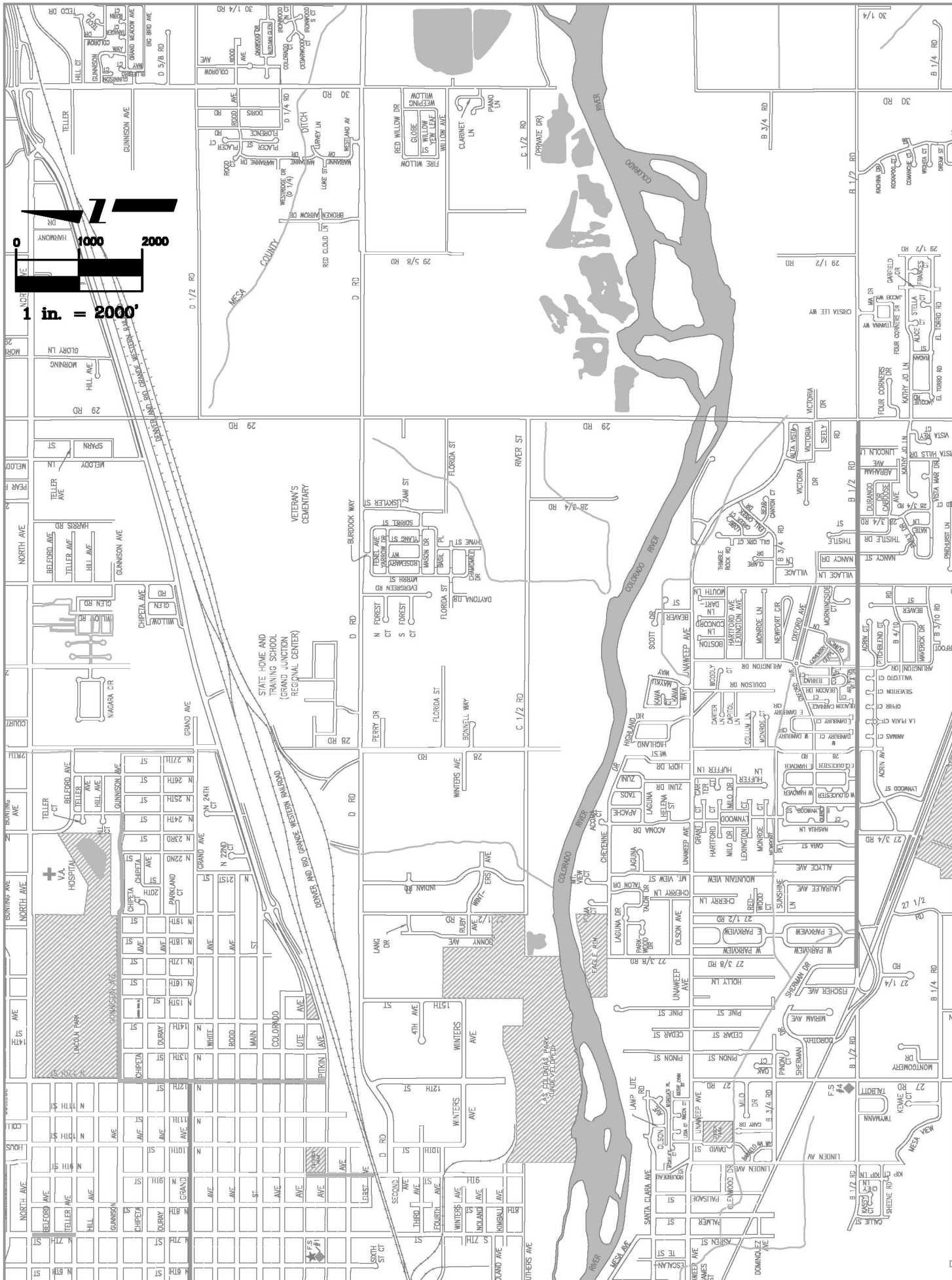
2017 Selected Streets for Overlay

1. 24 Rd – G Road to Canyon View Park
2. 25 Road – I-70B to Patterson Road
3. 26 Road – Patterson Road to F ½ Road
4. 4th Street – Grand Avenue to North Avenue
5. 7th Street – Teller Avenue to North Avenue
6. Bookcliff Avenue - 7th Street to 9th Street
7. 9th Street – S. 1st Street Ute Avenue
8. 12th Street – Pitkin Avenue to Gunnison Avenue
9. Gunnison Avenue – 12th Street to 24th Street
10. D Road – 31 Road to 32 Road (All newer PVC pipe no survey required)

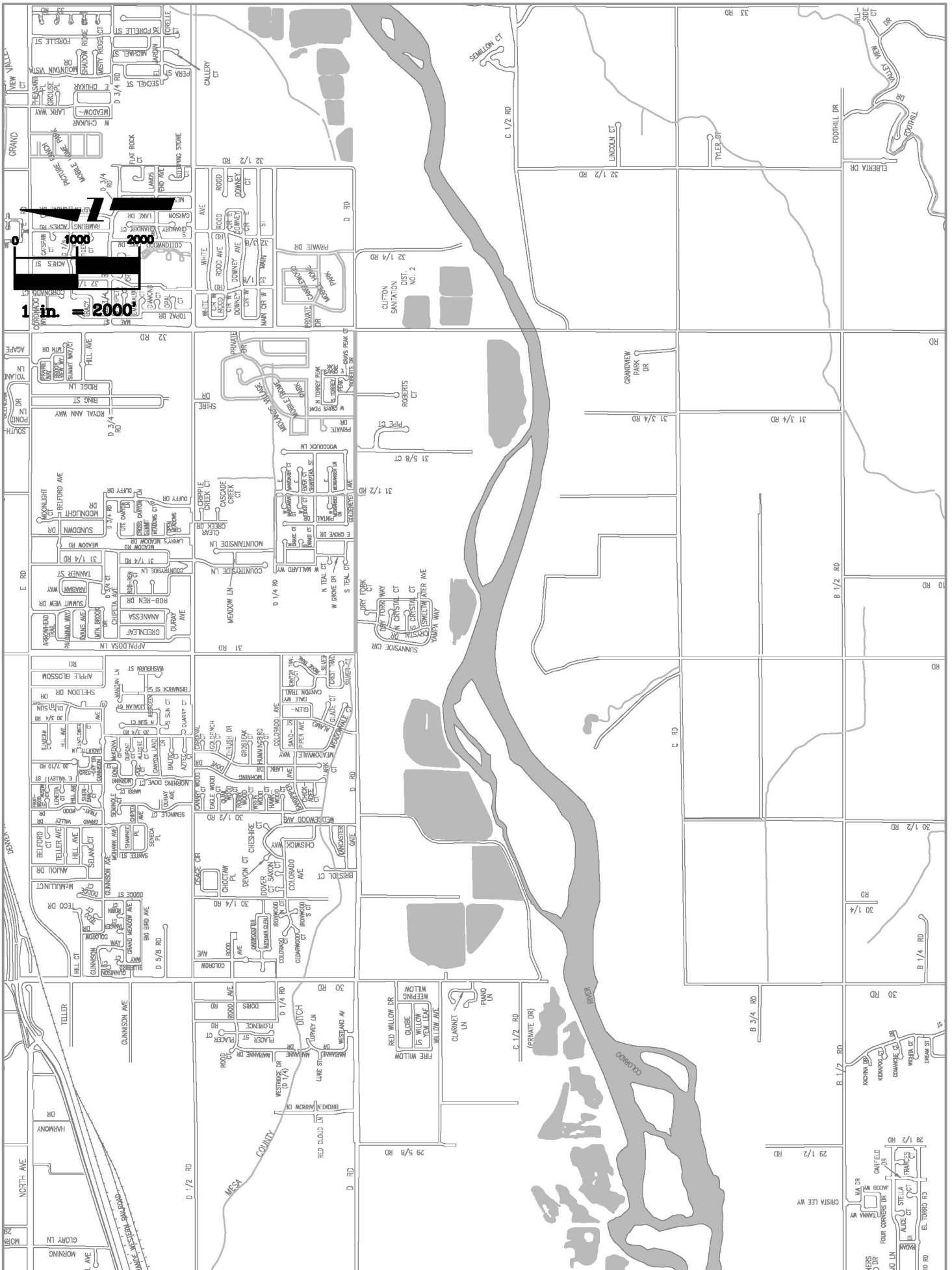
2017 Selected Street for Chipseal

1. B ½ Road – 27 ½ Road to 29 Road
2. Grand Avenue – 1st Street to 12th Street
3. Horizon Drive – 12th Street to G Road





0 1000 2000
 1 in. = 2000'



LOCATION: 24 Road
 AREA: 1997' X 53'
 MAT THICKNESS:

G Road to Canyon View Park
 11760 SY
 1.5"

QUANTITY INFORMATION PLAN FIELD

1.5 " Milling (longitudinal & butt joints):	2130 SY	_____
Full Width Milling	2400 SY	_____
Adjust valve box:	10	_____
Replace valve box and cover		_____
Install survey box and cover (City provides box and cover).		_____
Adjust valve box (for water-valve style boxes at survey monuments).	1	_____
Adjust manhole ring and cover. (telephone)	1	_____
Adjust manhole ring and cover (Sewer and Storm)		_____
Replace manhole ring and cover:		_____
Replace valve box lid:		_____
Subgrade Stabilization (Class 3, complete in-place).	YD ³	_____
Aggregate Base Course / Shoulder gravel (Class-6):	50 Ton	_____
Hot Bituminous Pavement (Patching) (3" thick)(Grading SX) including 12" compacted recycled asphalt millings).	SY	_____
Hot Bituminous Pavement (Leveling course, grading SX, 75 gyration Superpave).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/76-28 asphalt).	980 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Start Point 100' South of the intersection of 24 & G Road. Full width mill North 200 Feet.
- 2) 12' edge mill along the east curb and gutter.
- 3) End point 100' South of the EB 24 Road Roundabout Median, 200 lineal feet Full width mill from this point south.

LOCATION: 25 Road
 AREA: 3120' X Various Width
 MAT THICKNESS:

I 70B to Patterson Rd
 17153 SY
 2"

<u>QUANTITY INFORMATION</u>	<u>PLAN</u>	<u>FIELD</u>
2" Milling (longitudinal milling):	6415 SY	_____
Full width milling:	4410 SY	_____
Adjust valve box:	32	_____
Replace valve box and cover		_____
Adjust Manhole Ring and Cover (Telephone)		_____
Adjust valve box (for water-valve style boxes at survey monuments).	3	_____
Adjust manhole ring and cover.	6	_____
Adjust manhole ring and cover using ride height adjustors		_____
Replace manhole ring and cover:		_____
Replace valve box lid:		_____
Subgrade Stabilization (Class 3, complete in-place).	YD ³	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) (4" thick)(Grading SX)	SY	_____
Hot Bituminous Pavement (Leveling course, grading SX, 75 gyration Superpave).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/76-28 asphalt).	1920 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Starting at butt joint form 1-70B improvement Full Width Mill 250' North.
- 2) 12' edge mill
- 3) From Patterson Road Full width mill 300' South.

LOCATION: 26 Road
 AREA: 2619' X width varies
 MAT THICKNESS:

Patterson Road to F 1/2 Road
 10682 SY
 2 "

QUANTITY INFORMATION	PLAN	FIELD
Milling (longitudinal & butt joints):	447 SY	_____
Full width milling Depth 2"	2480 SY	_____
Adjust valve box:	18	_____
Replace valve box and cover		_____
Adjust survey monument box		_____
Adjust valve box (for water-valve style boxes at survey monuments).	1	_____
Adjust manhole ring and cover.	4	_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)		_____
Shoulder widening (4' improvement for bike/Ped lane)	560 SY	_____
Subgrade Stabilization (Class 3, complete in-place).	YD ³	_____
Aggregate Base Course / Shoulder gravel (Class-6):	85 Ton	_____
Hot Bituminous Pavement (Patching) (3" thick)(Grading SX) including 12" compacted recycled asphalt millings).	SY	_____
Hot Bituminous Pavement (Leveling course, grading SX, 75 gyration Superpave).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	1310 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/76-28 asphalt).	Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Starting at Patterson Road Full Width Mill from the intersection North 200 feet.
- 2) 12' Edge Mill along Curb and Gutter
- 3) Shoulder widening starting at the GVIC Canal and continue north to F 1/2 Road 4" additional with on both sides of 26 Road.
- 4) Full width mill across the GVIC canal crossing 50' both sides of structure
- 5) End point North alignment of F 1/2 Road. Full Width milling from that point south 140 feet.

LOCATION: 4th Street
 AREA: 2513' X 33'
 MAT THICKNESS:

Grand Ave to North Ave
 9215 SY
 2''

<u>QUANTITY INFORMATION</u>	<u>PLAN</u>	<u>FIELD</u>
Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2''	9215 SY	_____
Adjust valve box:	2	_____
Replace valve box and cover		_____
Adjust survey monument box		_____
Adjust valve box (for water-valve style boxes at survey monuments).	5	_____
Adjust manhole ring and cover.	22	_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)		_____
Replace valve box lid:		_____
Subgrade Stabilization (Class 3, complete in-place).	YD ³	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) (8" thick)(Grading SX) Full Depth Asphalt	40 Tons	_____
Hot Bituminous Pavement (Trench Patching 4" Thick, grading SX, 75 gyration Superpave w 64-22 Binder).	25 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	1025 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/76-28 asphalt).	Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full Width Milling

LOCATION: 7th Street
 AREA: 710' X 54'
 MAT THICKNESS:

Teller Ave to North Ave
 4260 SY

QUANTITY INFORMATION	PLAN	FIELD
Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	4260 SY	_____
Adjust valve box:	9	_____
Replace valve box and cover		_____
Adjust survey monument box		_____
Adjust valve box (for water-valve style boxes at survey monuments).	2	_____
Adjust manhole ring and cover.	2	_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)		_____
Replace valve box lid:		_____
Subgrade Stabilization (Class 3, complete in-place).	YD ³	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) (8" thick)(Grading SX) Full Depth Asphalt	80 Tons	_____
Hot Bituminous Pavement (Trench Patching 4" Thick, grading SX, 75 gyration Superpave w 64-22 Binder).	10 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/76-28 asphalt).	475 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full Width Mill. Start South gutter line of Teller Ave end south gutter line North Ave

LOCATION: Bookcliff Ave
 AREA: 1180' X 40'
 MAT THICKNESS:

7th St to 10th St
 5244 SY
 2''

QUANTITY INFORMATION	PLAN	FIELD
Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2''	5244 SY	_____
Adjust valve box:	7	_____
Replace valve box and cover		_____
Adjust survey monument box	2	_____
Adjust valve box (for water-valve style boxes at survey monuments).		_____
Adjust manhole ring and cover.	9	_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)		_____
Replace valve box lid:		_____
Subgrade Stabilization (Class 3, complete in-place).	YD ³	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) (2" thick)(Grading SX)	Ton	_____
Hot Bituminous Pavement (Trench Patching 4" Thick, grading SX, 75 gyration Superpave w/64-22 Binder).	55 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	585 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/76-28 asphalt).	Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full width Mill. Start East Gutter line 7th St end East gutter line 10th St

LOCATION: 9th Street
 AREA: 1088' X 39'
 MAT THICKNESS:

S. 1st St to Ute Ave
 5110 SY
 2''

QUANTITY INFORMATION	PLAN	FIELD
Milling (longitudinal & butt joints):	3727 SY	_____
Full width milling Depth 2''	SY	_____
Adjust valve box:	8	_____
Replace valve box and cover		_____
Adjust survey monument box		_____
Adjust valve box (for water-valve style boxes at survey monuments).		_____
Adjust manhole ring and cover.	10	_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)		_____
Replace valve box lid:		_____
Subgrade Stabilization (Class 3, complete in-place).	YD ³	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) (2" thick)	SY	_____
Hot Bituminous Pavement (Trench Patching 4" Thick, grading SX, 75 gyration Superpave w 64-22 Binder).	10 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	570 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/76-28 asphalt).	Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Starting Point RR Tracks 150' Butt Joint from tracks north. 12' Edge mill, 100' butt joint at Pitkin Ave south gutter line
- 2) 50' butt joint starting at the north gutter line on Pitkin Ave, 12' edge mill 100' butt joint at Ute Ave south gutter line.

LOCATION: 12th Street
 AREA: 3266' X 39' to 41'
 MAT THICKNESS:

Pitkin Ave to Gunnison Ave
 14810 SY
 2 "

QUANTITY INFORMATION	PLAN	FIELD
Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	14810 SY	_____
Adjust valve box:	17	_____
Replace valve box and cover		_____
Adjust survey monument box		_____
Adjust valve box (for water-valve style boxes at survey monuments).	5	_____
Adjust manhole ring and cover.	21	_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)		_____
Replace valve box lid:		_____
Subgrade Stabilization (Class 3, complete in-place).	YD ³	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) (8" thick)(Grading SX) Full Depth Asphalt	30 Tons	_____
Hot Bituminous Pavement (Trench Patching 4" Thick, grading SX, 75 gyration Superpave w 64-22 Binder).	25 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	1650 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/76-28 asphalt).	Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) No Paving or milling in the parking areas between Ute and Pitkin
- 2) Full Width Milling North gutter line on Pitkin to south gutter line Ute
- 3) Full width milling from the north gutter line Ute to the north gutter line of Gunnison.

LOCATION: Gunnison Avenue
 AREA: 4240' X width varies
 MAT THICKNESS:

12th St to 24th St
 18,270 SY

QUANTITY INFORMATION	PLAN	FIELD
Milling (longitudinal & butt joints):	18,270 SY	_____
Full width milling Depth 2"	SY	_____
Adjust valve box:	30	_____
Replace valve box and cover		_____
Adjust survey monument box	6	_____
Adjust valve box (for water-valve style boxes at survey monuments).		_____
Adjust manhole ring and cover.		_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)	19	_____
Replace valve box lid:		_____
Shoulder Widening	SY	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) (3" thick)(Grading SX) including 12" compacted recycled asphalt millings).	SY	_____
Hot Bituminous Pavement (Trench Patching 4" Thick, grading SX, 75 gyration Superpave w 64-22 Binder).	332 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	2030 Ton	_____
Hot Bituminous Pavement (Grading SX 75 gyration Superpave w/76-28 asphalt).	SY	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Starting point east gutter line at 12th St Full Width Milling
- 2) End point west gutter line at 24th St.

LOCATION: D Road
 AREA: 5067' X width varies
 MAT THICKNESS:

31 Rd to 32 Road
 22,310 SY

QUANTITY INFORMATION	PLAN	FIELD
Milling (longitudinal & butt joints):	5,380 SY	_____
Full width milling Depth 2"	SY	_____
Adjust valve box:	30	_____
Replace valve box and cover		_____
Adjust survey monument box	6	_____
Adjust valve box (for water-valve style boxes at survey monuments).		_____
Adjust manhole ring and cover.		_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)	10	_____
Replace valve box lid:		_____
Shoulder Widening	SY	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) (3" thick)(Grading SX) including 12" compacted recycled asphalt millings).	SY	_____
Hot Bituminous Pavement (Leveling course, grading SX, 75 gyration Superpave).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	Ton	_____
Hot Bituminous Pavement (Grading SX 75 gyration Superpave w/76-28 asphalt).	2480 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Starting point 50' east of the east bridge abutment at Lewis Wash 100' Butt Joint.
- 2) 12' edge mill at all curb and gutter and intersections, Crystal Dr 570', E. Grove Dr 185', Green River Dr 150', 31 1/2 Rd 185', 31 5/8 Rd 760', Nottingham Dr 475'.
- 3) End point 15' west of 32 Road 360' butt joint.

Chip Seal

LOCATION: B ½ Road	Sherman Dr to 29 RD
AREA: 8671 X width Varies	30,950 SY
TREATMENT:	3/8" Chip

QUANTITY INFORMATION	PLAN	FIELD
Cover Coat Material (Type 1 Special):	30,950 SY	_____
Emulsified Asphalt:	11,780 GAL	_____
Adjust survey monument box		_____
Adjust valve box (for water-valve style boxes at survey monuments).		_____
Adjust manhole ring and cover.		_____
Adjust manhole ring and cover. (telephone)		_____
Unclassified Excavation	CY	_____
Shoulder widening (Accel Lane East of 29 1/4)(20" Pit Run, 12" Class 6, 4" HMA)	SF	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) (3" thick)(Grading SX) including 12" compacted recycled asphalt millings).	SY	_____
Hot Bituminous Pavement (Leveling course, grading SX PG 64-22, 75 gyration Superpave).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration PG 64-22 asphalt).	Ton	_____

COMMENTS:

- 1) Start Point west edge of asphalt at Sherman Dr
- 2) End Point west gutter line at 29 Road

LOCATION: Grand Avenue
 AREA: 5162 X 58' to 44'
 TREATMENT:

1st Street to 12 Street
 32,000 SY
 3/8" Chip

<u>QUANTITY INFORMATION</u>	<u>PLAN</u>	<u>FIELD</u>
-----------------------------	-------------	--------------

Cover Coat Material (Type 1 Special):	32,000 SY	_____
Emulsified Asphalt:	12,160 GAL	_____
Adjust survey monument box		_____
Adjust valve box (for water-valve style boxes at survey monuments).		_____
Adjust manhole ring and cover.		_____
Adjust manhole ring and cover. (telephone)		_____
Unclassified Excavation	CY	_____
Shoulder widening (Accel Lane East of 29 1/4)(20" Pit Run, 12" Class 6, 4" HMA)	SF	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) Full Depth Asphalt(8" thick)(Grading SX) Binder 64-22	500 Ton	_____
Hot Bituminous Pavement (Leveling course, grading SX PG 64-22, 75 gyration Superpave).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration PG 64-22 asphalt).	Ton	_____

COMMENTS:

- 1) Start Point east edge of gutter at 1st Street
- 2) End Point west gutter line at 12th Street

LOCATION: Horizon Dr
 AREA: 8671 X width Varies
 TREATMENT:

12th Street Round-A-bout to G RD
 14,200 SY
 3/8" Chip

QUANTITY INFORMATION	PLAN	FIELD
Cover Coat Material (Type 1 Special):	14,200 SY	_____
Emulsified Asphalt:	5396 GAL	_____
Adjust survey monument box		_____
Adjust valve box (for water-valve style boxes at survey monuments).		_____
Adjust manhole ring and cover.		_____
Adjust manhole ring and cover. (telephone)		_____
Unclassified Excavation	CY	_____
Shoulder widening (Accel Lane East of 29 1/4)(20" Pit Run, 12" Class 6, 4" HMA)	SF	_____
Aggregate Base Course / Shoulder gravel (Class-6):	Ton	_____
Hot Bituminous Pavement (Patching) Full Depth Asphalt(8" thick)(Grading SX) Binder 64-22	10 Ton	_____
Hot Bituminous Pavement (Leveling course, grading SX PG 64-22, 75 gyration Superpave).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration PG 64-22 asphalt).	Ton	_____

COMMENTS:

- 1) Start Point west edge of asphalt at Sherman Dr
- 2) End Point west gutter line at 29 Road



Purchasing Division

ADDENDUM NO. 1

DATE: December 22, 2016
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2017 Contract Street Maintenance IFB-4317-17-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. Section 2.7 states as soon as practicable after award the contractor shall furnish the names of proposed subcontractors, yet Page 30 of the Bid Documents asks for that information with the bid. Which is correct? Does the City require proposed subcontractor information with the Bid Documents?
 - A. Section 2.7 "Award of Sub-Contractors & Other Contracts for Portions of the Work" shall be modified to read as follows:


Contractor shall submit with their bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw 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. Q. D Road between 31 Rd & 32 Rd is in close proximity to several residences, yet is on the list requiring night work. Is this accurate?
- A. Due to the high volume of traffic along D Road this work is required to be completed at night or during the weekends.
3. Q. Page 24 states that millings shall be delivered to the City Shops. Who is responsible for lighting the dump site when night work is specified? Will the City furnish a loader to "push up" the piles or is this the contractor's responsibility? Is the dump site actually at City Shops or in the Riverside neighborhood where we have dumped previously?
- A. The contractor will be responsible for providing a light plant at the designated dump facility, the city will furnish a loader and operator for stockpiling the material at the end of the day transports. Millings location is the Jarvis property located off of the Riverside Parkway and Hale Avenue.
4. Q. There is not any mention of a Fog Seal? Will it be required?
- A. Within the CDOT standard specifications under Section 409 there is a paragraph stating that fog seal shall be applied with the ambiguous statement of when directed. Clarification will be provided in a Revised Bid Schedule. Contractor shall utilize this Revised Bid Schedule when submitting their bid response to this solicitation process (see attached). A line item for the fog seal at a 60-40 dilution rate shall be added.
5. Q. What are the lane closure restrictions for the Chip Seal roads. Chip Seal is not conducive to night work, what does the City have in mind for Grand Avenue & Horizon Drive?
- A. This is a means and methods for the contractor. It is not conducive for the application to be completed at night. However, weekends will be acceptable for work time provided that contractor has good correspondence with the businesses and residents.
6. Q. Bid schedule shows 455 tons of Class 6 ABC Shoulder Gravel but project information sheets only total 135 tons. Where is the rest of it going?
- A. The additional Shoulder grave is for D Road Between 31 and 32 Rd. Somehow that did not get on the project specific list.

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

Bid Schedule: 2017 Asphalt Overlays & Pavement Preservation

Company Name: _____ **Addendum 1**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Asphalt Mat (Planning) (0"to2.5")	78,800.	SY	\$ _____	\$ _____
2	203	Unclassified Excavation	100.	CY	\$ _____	\$ _____
3	210	Adjust Valve Box (Price to include adjustment of survey monuments)	188.	EA	\$ _____	\$ _____
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	103.	EA	\$ _____	\$ _____
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	3.	EA	\$ _____	\$ _____
6	304	Shoulder Widening (4' beyond existing edge of asphalt)(removal of existing media if other than base course material to match existing road cross slope)(see description in special provisions)	560.	SY	\$ _____	\$ _____
7	304	Aggregate Base Course (Class 6)	155.	Ton	\$ _____	\$ _____
8	304	Aggregate Base Course (Class 6) (Shoulder Gravel)	455.	Ton	\$ _____	\$ _____
9	401	Hot Mix Asphalt (8" Patching, Full Depth Asphalt)(Grading SX 75 Binder Grade 64-22)(Price to include removal of material 8" below milled asphalt or surface to be paved over or Chip sealed over)	870.	Ton	\$ _____	\$ _____
10	401	Hot Mix Asphalt (4" Patching, Full Depth Asphalt)(Grading SX 75 Binder Grade 64-22)(Price to include removal of material 4" below milled asphalt or surface to be paved over)(Sewer Line Rehabilitation)(Trench Patching)	457.	Ton	\$ _____	\$ _____
11	401	Hot Mix Asphalt (Top Mat)(Grading SX 75 Binder Grade 64-22)	7,170.	Ton	\$ _____	\$ _____
12	401	Hot Mix Asphalt (Top Mat)(Grading SX 75 Binder Grade 76-28)	5,855.	Ton	\$ _____	\$ _____

Bid Schedule: 2017 Asphalt Overlays & Pavement Preservation

Company Name: _____ **Addendum 1**

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
13	620	Sanitary Facility		Lump Sum	---	\$ _____
14	626	Mobilization		Lump sum	---	\$ _____
15	630	Traffic Control (Complete in Place)		Lump sum	---	\$ _____
16	630	Traffic Control Plans		Lump sum	---	\$ _____
17	630	Flagging	1,900.	HR	\$ _____	\$ _____
18		Pavement Preservation (Chipseal)				
19	409	Cover Coat Material (Type I Special)	77,200.	SY	\$ _____	\$ _____
20	411	Emulsified Asphalt (CRS-2P or CRS-2R)	29,336.	GAL	\$ _____	\$ _____
21	411	Fog Seal - Emulsified Asphalt (CRS-2P or CRS-2R) Dilution Rate of 60-40	8,878.	GAL	\$ _____	\$ _____
22	620	Sanitary Facility		Lump sum	---	\$ _____
23	626	Mobilization		Lump sum	---	\$ _____
24	630	Traffic Control (Complete in Place)		Lump sum	---	\$ _____
25	630	Traffic Control Plans		Lump sum	---	\$ _____
26	630	Flagging	572.	HR	\$ _____	\$ _____
INC		Incentive HMA 64-22 All except Prelevel and Patching	---	---	---	\$ <u>20,000.00</u>
INC		Incentive HMA 76-28	---	---	---	\$ <u>20,000.00</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>50,000.00</u>

Bid Amount: \$ _____

Total Bid Amount:

dollars



Purchasing Division

ADDENDUM NO. 2

DATE: January 10, 2017
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2017 Contract Street Maintenance IFB-4317-17-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. Pay item No. 7 shows 155 TON ABC Class 6 and does not appear on the project information sheets. Can you specify the location and scope for this material?
 - A. This is a general item for spot repairs. There are two locations that the City has identified for either widening and/or repair. These locations are at the NW corner of 24 Rd and G Rd and on 25 Rd south of Patterson Rd.
2. Q. Item No. 2 Unclassified Excavation 100 CY does not appear on the project information sheets, can you specify the location and scope of this item?
 - A. Same locations as identified above.
3. Q. Item No. 9 HMA 8" Patching Bid Schedule quantity is 870 TON, project information sheets total 660 TON. Where is the additional quantity going?
 - A. The additional location that was not part of the original scope of the 2017 Sewer Line Replacement is for the work along 12th Street.
4. Q. Items No. 9 and 10 HMA 8" and 4" Patching, is t-locking required? Machine or hand placement?
 - A. No T-Locking will be required for this work. The overlay will constitute for the t-lock. The contractor is to assume the maximum trench width will be 7' and the minimum will be 2' in width.
5. Q. Comments on project information sheet for Horizon Drive are not applicable (duplicated from B-1/2 Road comments), are there start/end point or other comments available?

- A. The start stop points are as follows:
Concrete apron located at the 12th Street Round-A-Bout
NW curb line at G Road
6. Q. Bookcliff Ave end point says East gutter line 10th Street, but 10th Street does not intersect Bookcliff Ave (1180' from 7th Street East gutter line ends just past East gutter line of 9th Street).
- A. That was a typo, the start/stop point is 9th Street.
7. Q. For the work to be performed on 9th Street near the railroad tracks, can you specify how many feet North of the tracks the milling/paving limits will be? Will we need to contract a RR Flagger?
- A. The Start/Stop point will be North of the Railroad Crossing Arm. The contractor shall coordinate activity with the UPRR. Generally, we have not needed RR Flaggers for work adjacent to RR.
8. In regards to "Section 3.4.18 Work By Others" on Page 27, who is responsible for prepping the patches for paving and cleanup of roadway after the sewer line work?
- A. As discussed in the pre-bid meeting, all locations as listed in section 3.4.18 will have sanitary sewer installed. As part of the that Contractors responsibility they will install 12 to 16 inches of class 6 base and a 1' asphalt cap and clean-up of the road surface from their work. This contract will include the removal of the asphalt cap and class 6 material over the trench line (main line and services) to a depth 4" below the milled surface. Material and labor for this work is covered under pay item #10 of the bid schedule.

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

Bid Schedule: 2017 Asphalt Overlays & Pavement Preservation
Company Name: ELAM CONSTRUCTION Addendum 1

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Asphalt Mat (Planning) (0"to2.5")	78,800.	SY	\$ <u>1.95</u>	\$ <u>153,460.00</u>
2	203	Unclassified Excavation	100.	CY	\$ <u>25.00</u>	\$ <u>2,500.00</u>
3	210	Adjust Valve Box (Price to include adjustment of survey monuments)	188.	EA	\$ <u>35.00</u>	\$ <u>6,580.00</u>
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)	103.	EA	\$ <u>525.00</u>	\$ <u>54,075.00</u>
5	210	Adjust Manhole Ring and Cover (Telephone and Xcel)	3.	EA	\$ <u>525.00</u>	\$ <u>1,575.00</u>
6	304	Shoulder Widening (4' beyond existing edge of asphalt)(removal of existing media if other than base course material to match existing road cross slope)(see description in special provisions)	560.	SY	\$ <u>2.00</u>	\$ <u>1,120.00</u>
7	304	Aggregate Base Course (Class 6)	155.	Ton	\$ <u>17.50</u>	\$ <u>2,712.50</u>
8	304	Aggregate Base Course (Class 6) (Shoulder Gravel)	455.	Ton	\$ <u>21.00</u>	\$ <u>9,555.00</u>
9	401	Hot Mix Asphalt (8" Patching, Full Depth Asphalt)(Grading SX 75 Binder Grade 64-22)(Price to include removal of material 8" below milled asphalt or surface to be paved over or Chip sealed over)	870.	Ton	\$ <u>105.00</u>	\$ <u>91,350.00</u>
10	401	Hot Mix Asphalt (4" Patching, Full Depth Asphalt)(Grading SX 75 Binder Grade 64-22)(Price to include removal of material 4" below milled asphalt or surface to be paved over)(Sewer Line Rehabilitation)(Trench Patching)	457.	Ton	\$ <u>105.00</u>	\$ <u>47,985.00</u>
11	401	Hot Mix Asphalt (Top Mat)(Grading SX 75 Binder Grade 64-22)	7,170.	Ton	\$ <u>72.00</u>	\$ <u>516,240.00</u>
12	401	Hot Mix Asphalt (Top Mat)(Grading SX 75 Binder Grade 76-28)	5,855.	Ton	\$ <u>82.00</u>	\$ <u>480,110.00</u>

Bid Schedule: 2017 Asphalt Overlays & Pavement Preservation

Company Name: ELAM CONSTRUCTION Addendum 1

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
13	620	Sanitary Facility		Lump Sum	---	\$ <u>500.⁰⁰</u>
14	626	Mobilization		Lump sum	---	\$ <u>80,000.⁰⁰</u>
15	630	Traffic Control (Complete in Place)		Lump sum	---	\$ <u>26,200.⁰⁰</u>
16	630	Traffic Control Plans		Lump sum	---	\$ <u>200.⁰⁰</u>
17	630	Flagging	1,900.	HR	\$ <u>29.⁵⁵</u>	\$ <u>56,145.⁰⁰</u>
18		Pavement Preservation (Chipseal)				
19	409	Cover Coat Material (Type I Special)	77,200.	SY	\$ <u>1.²⁵</u>	\$ <u>96,500.⁰⁰</u>
20	411	Emulsified Asphalt (CRS-2P or CRS-2R)	29,336.	GAL	\$ <u>1.⁸⁰</u>	\$ <u>52,804.⁸⁰</u>
21	411	Fog Seal - Emulsified Asphalt (CRS-2P or CRS-2R) Dilution Rate of 60-40	8,878.	GAL	\$ <u>1.²⁰</u>	\$ <u>10,653.⁶⁰</u>
22	620	Sanitary Facility		Lump sum	---	\$ <u>65.⁰⁰</u>
23	626	Mobilization		Lump sum	---	\$ <u>17,800.⁰⁰</u>
24	630	Traffic Control (Complete in Place)		Lump sum	---	\$ <u>5,100.⁰⁰</u>
25	630	Traffic Control Plans		Lump sum	---	\$ <u>50.⁰⁰</u>
26	630	Flagging	572.	HR	\$ <u>29.⁵⁵</u>	\$ <u>16,902.⁶⁰</u>
INC		Incentive HMA 64-22 All except Prelevel and Patching	---	---	---	\$ <u>20,000.⁰⁰</u>
INC		Incentive HMA 76-28	---	---	---	\$ <u>20,000.⁰⁰</u>
MCR		Minor Contract Revisions	---	---	---	\$ <u>50,000.⁰⁰</u>
Bid Amount:						\$ <u>1,820,383.⁵⁰</u>

Total Bid Amount:

ONE MILLION EIGHT HUNDRED TWENTY THOUSAND THREE HUNDRED EIGHTY THREE AND ⁵⁰/₁₀₀ dollars

4. Contractor's Bid Form

Bid Date: 1/13/17
Project: IFB-4317-17-DH "2017 Contract Street Maintenance"
Bidding Company: Elam Construction
Name of Authorized Agent: Russell A. Larsen, Chief Operating Officer
Email russ.larsen@elamconstruction.com
Telephone 970-242-5370 **Address** 556 Struthers Avenue
City Grand Junction **State** CO **Zip** 81501

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: 1,2.

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

By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Company: Elam Construction
Authorized Signature: 
Russell A. Larsen
Title: Chief Operating Officer

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

Name & address of Sub-Contractor	Description of work to be performed	% of Contract
<u>WESTERN MILLING, LLC.</u> <u>2765 HWY 50 GRAND JUNCTION, CO 81503</u>	<u>REMOVAL OF ASPHALT MAT</u>	<u>3.5</u>
<u>CC ENTERPRISES TCS, INC.</u> <u>830 2 1/2 ROAD GRAND JUNCTION, CO 81505</u>	<u>TRAFFIC CONTROL</u>	<u>6.4</u>

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

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

RECEIVED

AUG 29 2016

Contracts and Market Analysis Branch
4201 East Arkansas Avenue, 2nd Floor
Denver, Colorado 80222
Telephone: (303) 757-9583
Facsimile: (303) 757-9867



COLORADO
Department of Transportation
Division of Project Support

August 25, 2016

NOTIFICATION OF PREQUALIFICATION

Kilgore Companies, LLC dba Elam Construction
556 Struthers Ave.,
Grand Junction, CO 81501-

Limit: \$Unlimited
Vendor ID: 1658

Reference is made to your application for registration as a qualified bidder on Colorado Highway work, dated August 18, 2016. Your file has been reviewed and determined to be complete. Your firms Vendor ID is indicated above and must be shown on your bid proposal.

Bids from a general contractor will be received subject to any limitation stated above, and with due consideration to the amount of work presently under contract, past performance on highway contracts, and the contractor's financial status at the time of bidding. It is further understood that the bidder has available the organization and equipment adequate for any project on which a bid is submitted; that the contractor's organization and equipment will be available to undertake the work on which bids are currently made, promptly after award of contract; and that the work will be carried on expeditiously and under proper supervision.

On March 31, 2016, CDOT will be updating its bidding software from AASHTOWare Expedite to AASHTOWare Project Bids. For Feb.24-March 24 bid lettings, please download and utilize the Expedite software. We encourage you to also download the AASHTOWare Project Bids software and obtain new Digital IDs.

This notice supersedes all previous notices. This prequalification will expire on **August 31, 2017**. You must file a new application 17 days prior to that time to remain current. It is the contractor's sole responsibility to obtain and file the necessary forms each year prior to expiration. Renewals can now be made on the Internet, please see instructions at <http://vupweb.dot.state.co.us/gm/folder-1.11.61411?originalContext=1.11.61976>.

Regards,

Peter Avbenake
Pre-Qualification Administrator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2016

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 Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B : Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C : Berkshire Hathaway Specialty Insurance Company</td> <td>22276</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ACE American Insurance Company	22667	INSURER B : Indemnity Insurance Company of North America	43575	INSURER C : Berkshire Hathaway Specialty Insurance Company	22276	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED Elam Construction, Inc. Grand Junction Pipe 556 Struthers Avenue Grand Junction, CO 81501															

COVERAGES **CERTIFICATE NUMBER:** NYC-008004499-15 **REVISION NUMBER:0**

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			*HDO G27861039	12/31/2016	12/31/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			*ISA H09053293	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							SIR	\$ 500,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			*42-UMO-302383-02	12/31/2016	12/31/2017	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B A	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 checked="" type="checkbox"/> N	N / A	*WLR C49106476 (AOS)	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
				*SCF C49106518 (WI)	12/31/2016	12/31/2017	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER City of Grand Junction c/o Mesa County Building Department PO Box 20000 Grand Junction, CO 81502-5005	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Rudy P. Milfort
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BID BOND

KNOW ALL BY THESE PRESENTS, That we, Kilgore Companies, LLC dba Elam Construction

of 556 Struthers Avenue, Grand Junction, CO 81501

(hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto _____

City of Grand Junction

(hereinafter called the Obligee) in the penal sum of _____

Five Percent of Amount Bid Dollars (5%)


for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for _____

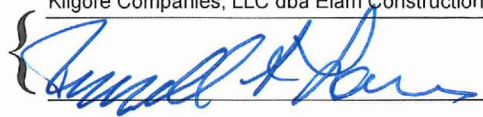
Project Name: City of Grand Junction 2017 Contract Street Maintenance Project Number: IFB-4317-17-DH

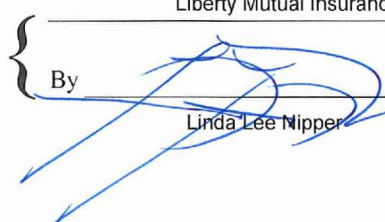
NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 13th day of January, 2017.


Jason D. Cates Witness


Lindsey Plattner Witness

Kilgore Companies, LLC dba Elam Construction (Seal)
Principal

Russell A. Larsen
Chief Operating Officer

Liberty Mutual Insurance Company
By 
Linda Lee Nipper Attorney-in-Fact

State of UT }
County of Salt Lake } ss:

On January 13, 2017 , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

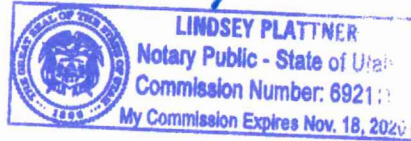
Linda Lee Nipper

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020

Lindsey Plattner
Lindsey Plattner Notary Public



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7487791

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

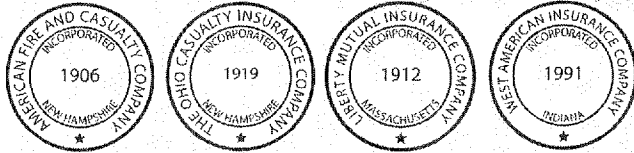
KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Linda Lee Nipper; Lindsey Plattner; Lisa Hall; Tina Davis

all of the city of Salt Lake City, state of UT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of September, 2016.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

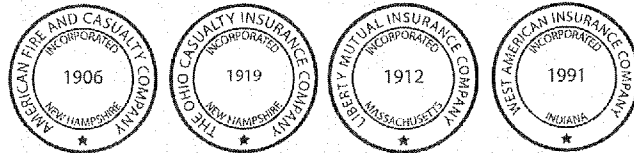
ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13TH day of JANUARY, 2017.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Communications regarding the attached bid are to be directed to:

Gene Duran, Construction Estimator

Elam Construction

556 Struthers Avenue

Grand Junction, CO 81505

Email: gene.duran@elamconstruction.com

(970) 242-5370

(970) 314-1495 (Cell)