



NOTICE OF AWARD

Date: June 8, 2017
Company: Oldcastle SW Group, Inc., dba United Companies
Project: 2017 Riverside Parkway Resurfacing Project IFB-4367-17-DH

You have been awarded the City of Grand Junction 2017 Riverside Parkway Resurfacing Project IFB-4367-17-DH for a total price of **\$2,594,251.50**.

Please notify Justin Vensel, City of Grand Junction Project Engineer 970-256-4017 for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, Insurance Certificate, and Payment & Performance Bonds.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff
9F789E7D60E149C
Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Oldcastle SW Group, Inc. dba United Companies

By: DocuSigned by:
Kyle Alpha - General Manager, Oldcastle SW Group, Inc. dba United Companies
47D35294AE0F4D0... Kyle Alpha - General Manager, Oldcastle SW Gro

Title: General Manager

Date: 6/8/2017 | 14:31 MDT



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 8th day of June, 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 **Oldcastle SW Group, Inc., dba United Companies** 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 Riverside Parkway Resurfacing Project IFB-4367-17-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 Riverside Parkway Resurfacing Project;**
- 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 **Two Million Five Hundred Ninety Four Thousand Two Hundred Fifty One and 50/100 (\$2,594,251.50)**. 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 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: 9E789E7D50F14BC
Duane Hoff Jr., Senior Buyer

6/8/2017 | 16:42 MDT
Date

Oldcastle SW Group, Inc., dba United Companies

DocuSigned by:
Kyle Alpha - General Manager, Oldcastle SW Group, Inc., dba United Companies
By: 47D35294AE0F4D0...
Kyle Alpha - General Manager, Oldcastle SW Group, Inc., dba United Companies

6/8/2017 | 14:30 MDT
Date



Purchasing Division

Invitation for Bid

**IFB-4367-17-DH
2017 Riverside Parkway Resurfacing Project**

Responses Due:

May 25, 2017 prior to 3:30pm

Accepting Electronic Responses Only

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

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

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

970-244-1545

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

Invitation for Bids

Table of Contents

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

1. Instructions to Bidders

- 1.1. **Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required, the project includes 186,850 square yards of asphalt milling and a new 1 ½" to 2" overlay of hot mix asphalt, approximately 23,650 tons of grading SX 75 (PG 76-28), and approximately 150 tons of Leveling course, 10,900 SF of preformed thermoplastic pavement markings along the Riverside Parkway and 24 Road. 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 May 16, 2017 at 10:00am.** Meeting location shall be in the City Hall Auditorium, 250 N. 5th Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. **The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. **Prequalification Requirement:** 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.rockymountainbidsystem.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 contract 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 the Riverside Parkway from 24 Road to 29 Road and south section of 24 Road. The improvements will include mill and fill operations, and patching.

3.2. PROJECT DESCRIPTION: The project includes 186,8500 square yards of asphalt milling and a new 1 ½" to 2" overlay of hot mix asphalt, approximately 23,650 tons of grading SX 75 (PG 76-28), and approximately 150 tons of Leveling course, 10,900 SF of Preformed thermoplastic pavement markings along the Riverside Parkway and 24 Road.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on May 16, 2017 at 10:00am. Meeting location shall be in the City Hall Auditorium, 250 N. 5th Street, Grand Junction, CO. 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 sections shall have all work performed between the hours of 7:00 PM to 7:00 AM:

- Riverside Parkway – 9th Street to D Road
- Riverside Parkway – Sandhill Lane to east of 25 Road Interchange
- Riverside Parkway – 5th Street on and off ramps
- 24 Road – Patterson Road to Leland Ave
- 24 Road and I-70B NB on/off Ramps

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 Contractors expense. See Section 2.12. 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.

3.3.20 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.

- 3.3.21 Arterial and Collector Streets:** All paving shall be completed in conjunction with the milling operation on a daily basis on the sections of roadway that are a mill and fill operation.
- 3.3.22 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50. **All millings** generated from this project shall be delivered to City Shops, Riverside Yard, and become the property of the City of Grand Junction. Cost for delivery of the millings shall be include in the price for milling. The contractor may coordinate with the City Streets division for consolidating of the millings pile or may provide equipment and an operator for consolidation.
- 3.3.23 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.
- 3.3.24 Incidental Items:** Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.
- 3.3.25 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.
- 3.3.26 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.**
- 3.3.27 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.
- 3.3.28 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.

- 3.3.29 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.
- 3.3.31 Pavement Cross Slope:** Each paving machine shall be equipped with a 4' carpenter's 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.
- 3.3.32 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.
- 3.3.33 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.
- 3.3.34 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 approved 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 (-) ¼"

3.3.36 Pavement Marking:

Section 627 of the Standard Specifications are hereby revised for this project as follows:

The City of Grand Junction will apply all of the long line striping pavement markings for this project with the exception of the preformed thermoplastic pavement markings. The contractor shall meet with the City of Grand Junction's Transportation Engineering Division for approval of layout prior to placement of any pavement markings. See appendix for tabulation quantities in concrete areas.

3.3.36 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.

3.3.37 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. SCOPE OF WORK: This project is for 2017 Riverside Parkway Resurfacing Project. The project consists of milling of the existing roadway surface as described in job locations, and a new asphalt mat. The project will also include the adjustment of manhole as well as water valve and survey monuments. See attached site maps.

3.5. Attachments:

- Appendix A: Project Submittal Form
- Appendix B: Project Locations Breakdown
- Appendix C: Site Maps

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

- Contractor's Bid Form
- Price Bid Schedule
- SubContractor's Form

3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	April 27, 2017
Mandatory Pre-Bid Meeting	May 16, 2017
Inquiry deadline, no questions after this date	May 18, 2017
Addendum Posted	May 19, 2017
Submittal deadline for proposals	May 25, 2017
City Council or Board of Commissioners Approval	June 7, 2017
Notice of Award & Contract execution	June 8, 2017
Bonding & Insurance Cert due	June 30, 2017
Preconstruction meeting	July 5, 2017
Work begins no later than	July 10, 2017
Final Completion	60 Calendar Days from start date

Holidays:

Labor Day	September 4, 2017
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4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4367-17-DH "2017 Riverside Parkway Resurfacing Project"

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.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

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: _____

Bid Schedule:2017 Riverside Parkway Resurfacing Project

Company Name: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Asphalt Mat (Planning) (0"to2.5")	186,850.	SY	\$ _____	\$ _____
2	210	Adjust Valve Box (Price to include adjustment of survey monuments)	62.	EA	\$ _____	\$ _____
3	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)(24" Diameter)	90.	EA	\$ _____	\$ _____
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)(36" Diameter)	25.	EA	\$ _____	\$ _____
5	401	Hot Mix Asphalt (Leveling Course)(Grading SX 75 Binder Grade 79-28)(west of 5th St Interchange)	150.	Ton	\$ _____	\$ _____
6	401	Hot Mix Asphalt (Top Mat)(Grading SX 75 Binder Grade 76-28)	23,650.	Ton	\$ _____	\$ _____
7	620	Sanitary Facility	Lump sum		---	\$ _____
8	626	Mobilization	Lump sum		---	\$ _____
9	630	Traffic Control (Complete in Place)	Lump sum		---	\$ _____
10	630	Traffic Control Plans	Lump sum		---	\$ _____
11	630	Flagging	2,800.	HR	\$ _____	\$ _____
12	627	Preformed Thermoplastic Pavement Marking Word/Symbol)	1,798.	SF	\$ _____	\$ _____
13	627	Preformed Thermoplastic Pavement Marking (X-walk/Stopline)	3,068.	SF	\$ _____	\$ _____
14	627	Preformed Plastic Pavement Marking (Type II)(Edge White Solid)	2,538.	SF	\$ _____	\$ _____
15	627	Preformed Plastic Pavement Marking (type II)(Inlaid)(Lane)(White Broken 10' segements 30' Gaps)	577.	SF	\$ _____	\$ _____

Bid Schedule:2017 Riverside Parkway Resurfacing Project

Company Name: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
16	627	Preformed Plastic Pavement Marking (type II)(Inlaid)(Dotted)(White Dotted 2' segments 4' Gaps)	80.	SF	\$ _____	\$ _____
17	627	Preformed Plastic Pavement Marking (type II)(Inlaid)(Channelizing)(White Solid)(8 Inch)	2,842.	SF	\$ _____	\$ _____
INC		Incentive HMA 76-28	---	---	---	<u>\$ 66,000.00</u>
MCR		Minor Contract Revisions	---	---	---	<u>\$ 80,000.00</u>
Bid Amount:						\$ _____

Total Bid Amount:

_____ **dollars**

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.

APPENDIX A
Project Submittal Form

PROJECT SUBMITTAL FORM

PROJECT: 2017 Riverside Parkway Resurfacing Project

CONTRACTOR:

PROJECT ENGINEER: Justin Vensel

Description	Date Received	Resubmittal Requested	Resubmittal Received	Date Accepted
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STREET CONSTRUCTION

Pavement mix design				
Hot Mix Asphalt Grading SX Binder Grade 76-28				

EROSION CONTROL / STORMWATER MANAGEMENT

Inlet Protection				

PERMITS, PLANS, OTHER

Traffic Control Plan				

APPENDIX B

2017 RIVERSIDE PARKWAY RESURFACING PROJECT

Location Breakdown

Riverside Parkway:

1. Redlands Parkway to Sandhill Lane
2. Sandhill Lane to 25 Road Interchange
3. 25 Road to West Avenue
4. West Avenue to 5th Street
5. 5th Street to 9th Street
6. 9th Street to D Road
7. D Road to 28 Road
8. 28 Road to 29 Road
9. 5th Street on/off Ramps
10. On Ramp from HWY 340
11. West Avenue

Additional locations:

12. 24 Road and I-70B NB on/off Ramps
13. 24 Road – Patterson Road to Leland Avenue

LOCATION: Redlands Parkway to Sandhill Lane

AREA:

11760 SY

MAT THICKNESS:

2"

QUANTITY INFORMATION

PLAN

FIELD

2" Milling (longitudinal & butt joints):	9040 SY	_____
Full Width Milling	1438 SY	_____
Adjust valve box:	2	_____
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).		_____
Adjust manhole ring and cover. (Large)	6	_____
Adjust manhole ring and cover (Sewer and Storm)	6	_____
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) (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).	2010 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Start Point 120' west of the intersection of Redlands Parkway/ Riverside Parkway. Full width mill east 300 Feet.
- 2) 12' edge mill along the east curb and gutter.

LOCATION: Sand Hill Lane to 25 Road Interchange

AREA: Various Width

24423 SY

MAT THICKNESS:

2"

<u>QUANTITY INFORMATION</u>	<u>PLAN</u>	<u>FIELD</u>
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2" Milling (longitudinal milling):	SY	_____
Full width milling:	24423 SY	_____
Adjust valve box:	6	_____
Replace valve box and cover		_____
Adjust Manhole Ring and Cover (Large)	10	_____
Adjust valve box (for water-valve style boxes at survey monuments).		_____
Adjust manhole ring and cover.	14	_____
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).	2714 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) From a point 40 east of Sandhill Lane transition in 200' to full width Mill
- 2) Continue Full width milling operation to the 25 Road interchange
- 3)

LOCATION: 25 Road to West Avenue

AREA: 2619' X width varies

32,742 SY

MAT THICKNESS:

2" and 1 1/2"

<u>QUANTITY INFORMATION</u>	<u>PLAN</u>	<u>FIELD</u>
Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	32742 SY	_____
Adjust valve box:	6	_____
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.	15	_____
Adjust manhole ring and cover Using Ride height adjuster.	9	_____
Adjust manhole ring and cover. (Large)		_____
Shoulder widening (4' improvement for bike/Ped lane)	SY	_____
Subgrade Stabilization (Class 3, complete in-place).	YD ³	_____
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).	3638 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full width milling in travel lanes and bike lane.
- 2) No milling or paving in left hand turn bays east of interchange.
- 3) Only mill 1 1/2 "on bridge deck over the rail road crossing.

LOCATION: West Avenue to 5th Street

AREA: Width Varies

32,259 SY

MAT THICKNESS:

2 "

<u>QUANTITY INFORMATION</u>	<u>PLAN</u>	<u>FIELD</u>
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Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	32259 SY	_____
Adjust valve box:	3	_____
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.	4	_____
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	Tons	_____
Hot Bituminous Pavement (Trench Patching 4" Thick, grading SX, 75 gyration Superpave w 64-22 Binder).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 76-28 asphalt) (Leveling Course)	150 Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/76-28 asphalt).	3584 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full width milling in travel lanes and bike lane.
- 2) No milling or paving in left hand turn pockets or the Acceleration lane at Hale Ave.
- 3) Termination point at the concrete apron west of the south bound interchange.
- 4) Leveling course to be used at low spot west of 4th Ave in all lanes.

LOCATION: 5th Street NB on/off ramp to 9th Street

AREA: 710' X 54'

8,710 SY

MAT THICKNESS:

2"

QUANTITY INFORMATION

PLAN

FIELD

Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	8710 SY	_____
Adjust valve box:	1	_____
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.	1	_____
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	Tons	_____
Hot Bituminous Pavement (Trench Patching 4" Thick, grading SX, 75 gyration Superpave w 64-22 Binder).	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).	968 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full width milling in travel lanes and bike lane.
- 2) No milling or paving in left hand turn pockets or the Acceleration lanes
- 3) Starting point at the concrete apron east of the north bound interchange.

LOCATION: 9th Street to D Road

AREA: Width Varies

21352 SY

MAT THICKNESS:

2"

QUANTITY INFORMATION

PLAN

FIELD

Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	21352 SY	_____
Adjust valve box:	1	_____
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.	7	_____
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).	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).	2373 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full width milling in travel lanes and bike lane.
- 2) No milling or paving in left hand turn pockets or the Acceleration lanes

LOCATION: D Road to 28 Road

AREA: 3250' X 44'

15,889 SY

MAT THICKNESS:

2"

<u>QUANTITY INFORMATION</u>	<u>PLAN</u>	<u>FIELD</u>
Milling (longitudinal & butt joints):	9111 SY	_____
Full width milling Depth 2"	SY	_____
Adjust valve box:	10	_____
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.	16	_____
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).	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).	1765 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) 200' Butt Joint starting at the west concrete apron across from D Road
- 2) 12' Edge Milling

LOCATION: 28 Road to 29 Road

AREA: 5655' X 44' to 70'

29,654 SY

MAT THICKNESS:

2"

<u>QUANTITY INFORMATION</u>	<u>PLAN</u>	<u>FIELD</u>
Milling (longitudinal & butt joints):	12774 SY	_____
Full width milling Depth 2"	8985 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).	4	_____
Adjust manhole ring and cover.	19	_____
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	Tons	_____
Hot Bituminous Pavement (Trench Patching 4" Thick, grading SX, 75 gyration Superpave w 64-22 Binder).	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).	3295 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) At a point approximately 350' east of the east gutter line on 29 Road, tie into newer asphalt. Begin full width mill. Continue west 868 feet and transition into a butt joint in the last 150'.
- 2) 12' edge mill.

LOCATION: 5th Street on and off Ramps

AREA: width varies

6900 SY

MAT THICKNESS:

2"

QUANTITY INFORMATION

PLAN

FIELD

Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	6900 SY	_____
Adjust valve box:		_____
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.	1	_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (Large)		_____
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).	Ton	_____
Hot Bituminous Pavement (Grading SX, 75 gyration Superpave w/ 64-22 asphalt).	766 Ton	_____
Hot Bituminous Pavement (Grading SX 75 gyration Superpave w/76-28 asphalt).	SY	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full Width Milling
- 2) Tie into new pavement on HWY 50.

LOCATION: On Ramp from Hwy 340

AREA: width varies

2125 SY

MAT THICKNESS:

2"

QUANTITY INFORMATION

PLAN

FIELD

Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	2125 SY	_____
Adjust valve box:		_____
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.		_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)		_____
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).	236 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full Width Milling.
- 2)

LOCATION: West Avenue

AREA: width varies

4214 SY

MAT THICKNESS:

2"

QUANTITY INFORMATION

PLAN

FIELD

Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	4214SY	_____
Adjust valve box:	4	_____
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.		_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)	4	_____
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).	468 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full Width Milling.
- 2)

LOCATION: 24 Road and I-70B NB On/off Ramps

AREA: width varies

5641 SY

MAT THICKNESS:

2"

QUANTITY INFORMATION

PLAN

FIELD

Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	5641 SY	_____
Adjust valve box:		_____
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.		_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover. (telephone)		_____
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).	627 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Full Width Milling.
- 2)

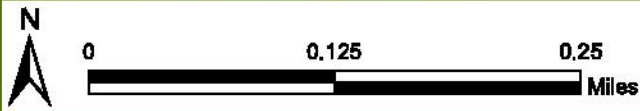
LOCATION: 24 Road 300' South of Patterson Rd to Leland Ave
 AREA: width varies 10,106 SY
 MAT THICKNESS: 2"

QUANTITY INFORMATION	PLAN	FIELD
Milling (longitudinal & butt joints):	SY	_____
Full width milling Depth 2"	10,106 SY	_____
Adjust valve box:	6	_____
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.		_____
Adjust manhole ring and cover Using Ride height adjuster.		_____
Adjust manhole ring and cover.	4	_____
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).	1123 Ton	_____
Geotextile (Paving):	SY	_____

COMMENTS:

- 1) Starting at a point 300' south of south alignment of Patterson Road Full Width Milling tie into the newer asphalt mat on the north edge of Leland Ave.
- 2)

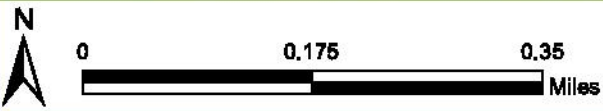
City of Grand Junction



Date: 4/19/2017

1 inch = 333 feet

City of Grand Junction



Date: 4/18/2017

1 inch = 500 feet

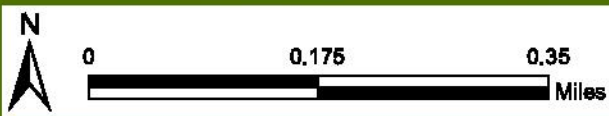
City of Grand Junction



Date: 4/19/2017

1 inch = 500 feet

City of Grand Junction

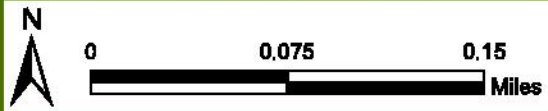
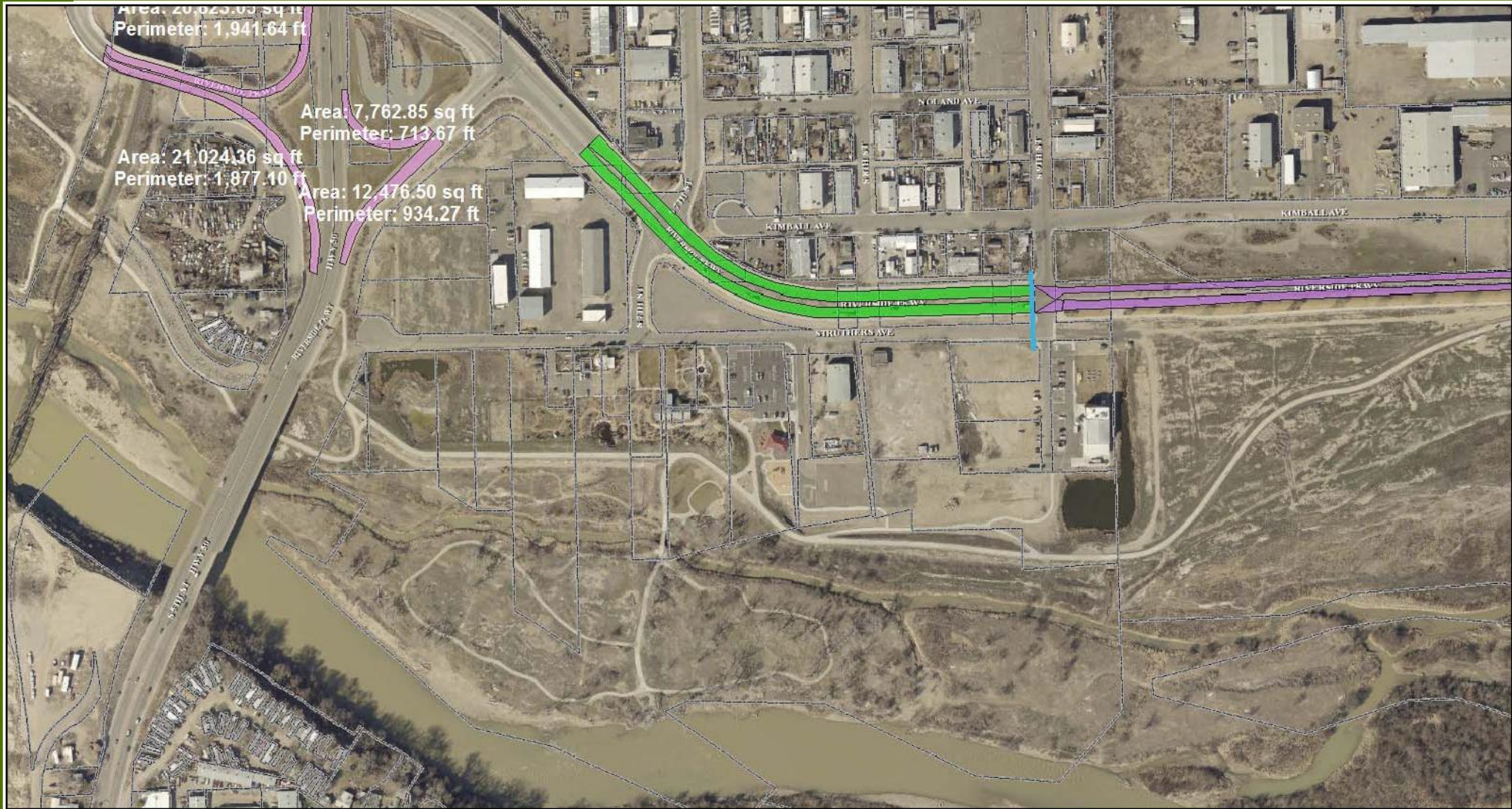


Date: 4/19/2017

1 inch = 500 feet



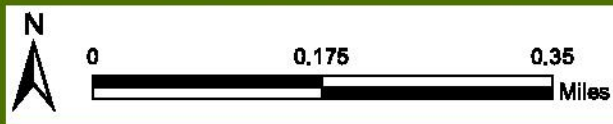
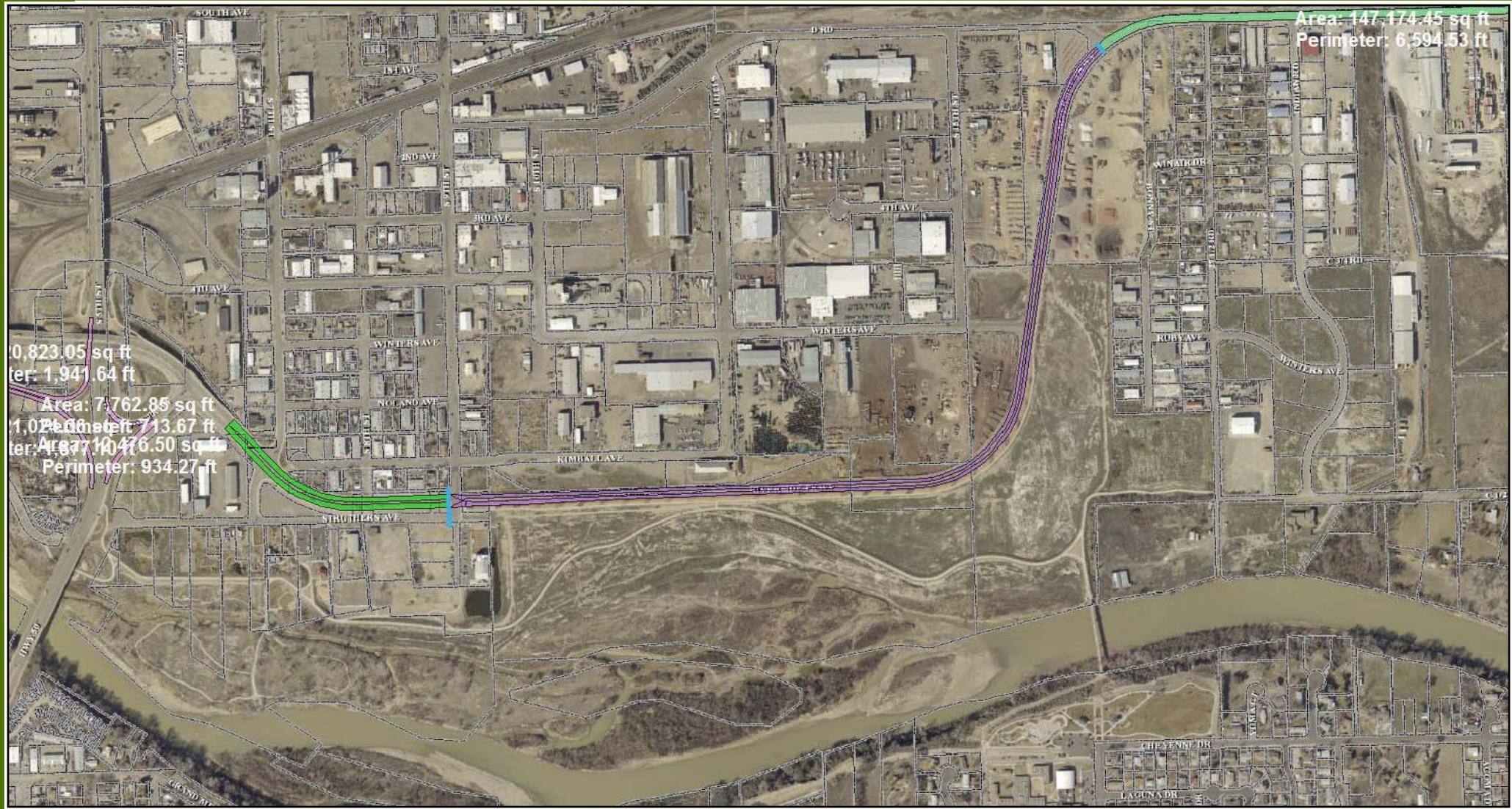
City of Grand Junction



Date: 4/19/2017

1 inch = 250 feet

City of Grand Junction

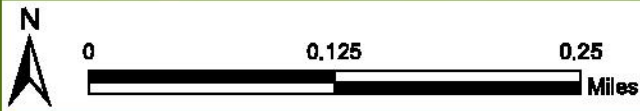


Date: 4/19/2017

1 inch = 500 feet



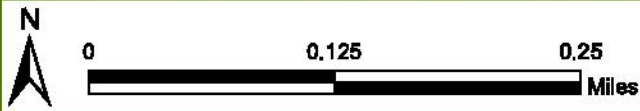
City of Grand Junction



Date: 4/19/2017

1 inch = 333 feet

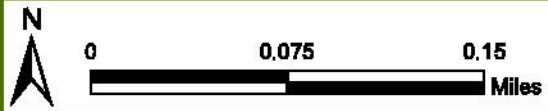
City of Grand Junction



Date: 4/19/2017

1 inch = 333 feet

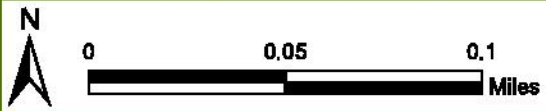
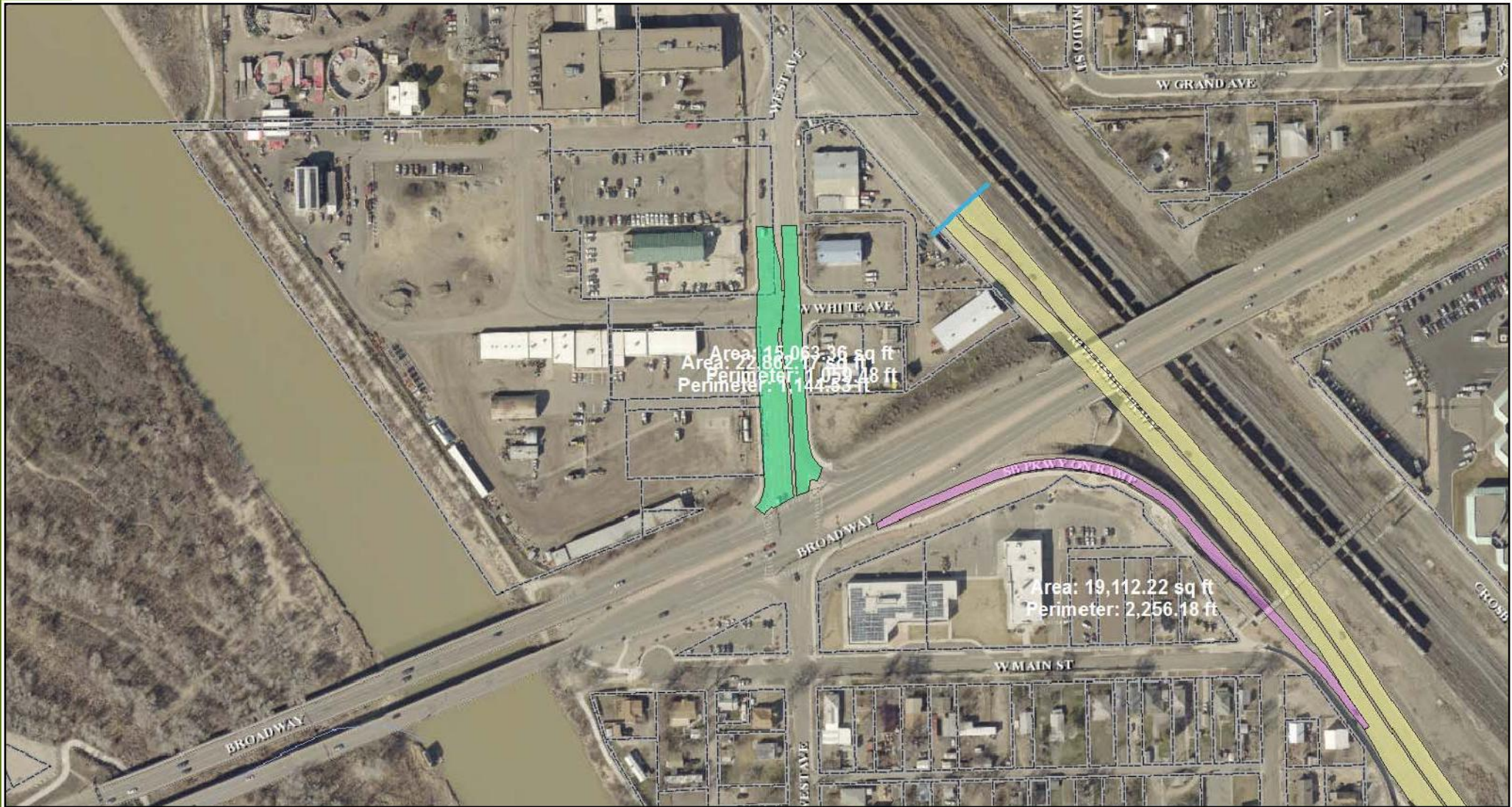
City of Grand Junction



Date: 4/19/2017

1 inch = 250 feet

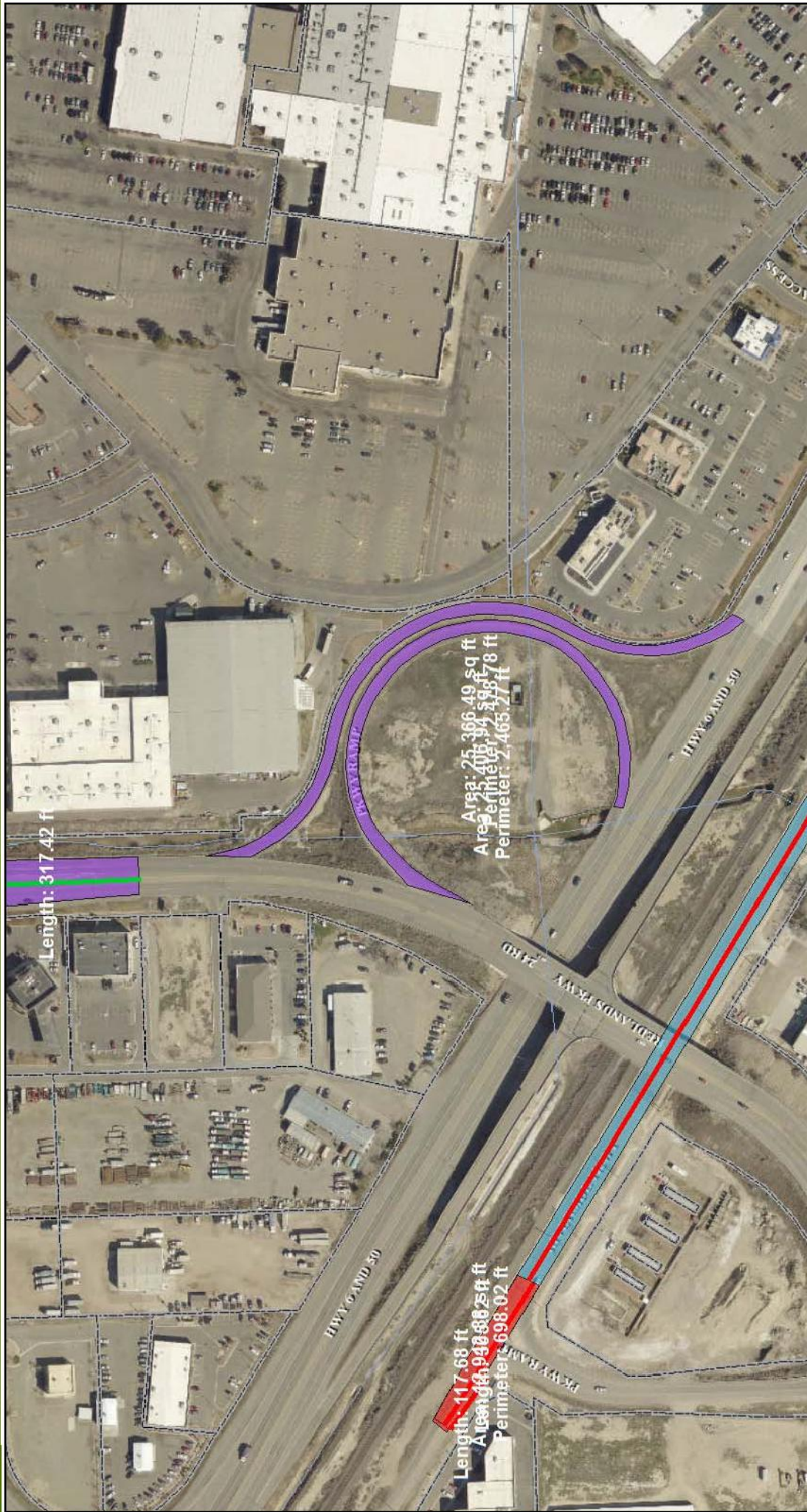
City of Grand Junction



Date: 4/19/2017

1 inch = 167 feet

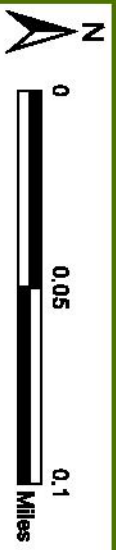
City of Grand Junction



Date: 4/21/2017

1 inch = 167 feet

City of Grand Junction



Date: 4/21/2017

1 inch = 167 feet



Purchasing Division

ADDENDUM NO. 1

DATE: May 19, 2015
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2017 Riverside Parkway Resurfacing Project IFB-4367-17-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. See attached Pre-Bid Meeting Agenda.
2. The following is the current list of upcoming events at the Las Colonias Amphitheater that need to be considered by the Contractor for this project. The Contractor will be allowed to complete this work during the daytime permitted workhours with an approved traffic control plan. Note that additional dates to this list may come forth at a later date, and the City's Project Manager will work with the Contractor to incorporate any additional dates into the project.

Up Coming events in the Amphitheater Released 5/12/17

6-Jul	Ribbon Cutting and concert
7-Jul	Pinnacle event
11-Jul	Pinnacle event
21-Jul	Pinnacle event
22-Jul	United Way event
29-Jul	City/Radio event
7-Aug	Pinnacle event
8-Aug	Pinnacle event
14-Aug	Pinnacle event
18-Aug	Pinnacle event
19-Aug	Pinnacle event
26-Aug	Pinnacle event
1-Sep	Pinnacle event
2-Sep	City/Radio event
8-Sep	Pork and Hops
9-Sep	Pork and Hops
10-Sep	Pinnacle event
1-Oct	Pinnacle event

3. Q. Item No. 7-g from the Pre-Bid Agenda, can the 24 hour mill and fill exception be applied to all areas of the project?
- A. The 24 hour rule will apply for all section of the parkway. Including the on and off ramps.
4. Q. For the work to be performed on the Riverside Parkway at the railroad tracks (CoorsTek), can you specify how many feet east and west of the tracks the milling/paving limits will be? Are railroad ROW permitting/insurance/flagging incidental to this job?
- A. The minimum allowable distance to the centerline of the track is 25ft. This will be the distance that we intend to encroach on the UPRR track spur. The no travel days current for the spur are Tuesday and Wednesday. These would be the preferred days for the mill and fill operation. The contractor will need to contact Justin Cordova with the UPRR prior to work performed. His contact information is 970-640-4016.
5. Q. Are the existing markings on the concrete roadway sections required to be removed prior to final pavement marking?
- A. All concrete markings will be inlaid, with the exception of the solid stripe. There is not a requirement for removal on this item.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read 'Duane Hoff Jr.', enclosed in a yellow rectangular box.

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

Pre-Bid Meeting Agenda

Date: May 16, 2017
Project: **2017 Riverside Parkway Resurfacing Project**
Location: City Hall Auditorium
Conducted by: Justin Vensel, Project Engineer

1. Introduction, attendance list.
2. Project description - The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required, the project includes 186,850 square yards of asphalt milling and a new 1 ½" to 2" overlay of hot mix asphalt, approximately 23,650 tons of grading SX 75 (PG 76-28), and approximately 150 tons of Leveling course, 10,900 SF of preformed thermoplastic pavement markings along the Riverside Parkway and 24 Road. All dimensions and scope of work should be verified by Contractors prior to submission of bids.
3. Project documents -
 - a. City of Grand Junction Standard Contract Documents
 - b. Project Bid Documents
 - c. Construction plans
 - d. CDOT Standard Specifications for Road and Bridge Construction.
 - e. CDOT M and S Standards
4. Bid submittal procedures -
 - a. Complete Bid Form in ink, sign and attach Bid Bond
 - b. Deliver to City Clerk's office prior to bid time
 - c. Attendance at bid opening is optional
5. Insurance and bonding requirements -
 - a. 5% bid bond
 - b. Performance and payment bonds (100%)
 - c. Insurance in General Conditions

6. Addenda – No Addenda’s have been issued to date

7. Project specific issues -
 - a. Traffic control – All traffic shall be maintained in all directions during construction, on multi-lane roads the contractor will be allowed to run traffic in one lane in both directions, on two lane roadways the contractor will be allowed to either set up alternate detour routes or utilize flaggers to ensure safety for construction activities. Traffic control plans shall be accepted by both the Contractor and the City prior to placement. All deviation to the plan shall be approved by the Contractor with City concurrence.
 - b. Quality Control and Quality Assurance Testing - as stated in section 3.3.18 the Contractor shall be responsible for providing Quality control personnel and/or a certified lab for the project. The Quality Control Field person shall remain on site at all time to convey in-place densities with the Contractor. Quality control will have comparison data with the City’s Quality Assurance staff on in-place densities.
 - c. Incentives/Disincentive for the project are calculated as shown in section 401 of the City of Grand Junction Standard Specifications for Road and Bridge Construction. The categories are Air Voids, VMA and In place densities as performed under the quality assurance. The Quality control will provide the following information Asphalt content and gradation.
 - d. AC Escalator/De-escalator – This project will not utilize the AC cost adjuster.
 - e. Pavement Markings – The contractor shall be responsible for recording the location and type of pavement markings along the corridor. In addition, the contractor will be required to install temporary pavement markings. The work for the recording of the striping plan and installation of the temporary markings shall be considered incidental to the project. City crews will stripe the project upon completion of the project or during construction. The contractor shall install all thermoplastic marking for the project as stated in section 3.3.36
 - f. Asphalt material transfer vehicle - this project will require the use of an asphalt material transfer vehicle.
 - g. Mill and fill operation- The project is to be a direct mill and fill operation. At no time is there to be traffic on the milled surface other than construction traffic. The milling operation shall coordinate with the paving operation for start and end points. All areas milled will be paved back the same day where there is only one lane of travel. All areas that have multiple lanes or the utilization of turn lane as a travel lane those

section are to be paved back within 24 hours of milling this include the two on/off ramps at 24 Road and Redlands Parkway. There are two exceptions for the mill and fill operation where there is just a butt joint and edge milling the two locations are: Redlands Parkway to Sandhill Lane and D Road to 29 Road.

h. Work Hours - Reference section 3.3.8

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

- Riverside Parkway – 9th Street to D Road
- Riverside Parkway – Sandhill Lane to east of 25 Road Interchange
- Riverside Parkway – 5th Street on and off ramps
- 24 Road – Patterson Road to Leland Ave
- 24 Road and I-70B NB on/off Ramps

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.

j. Millings shall be delivered to the City Shop's Yard located in Riverside off of Hale Avenue. The contractor will be responsible for any lighting required during night operations. The Contractor may also be required to provide a loader and personnel for bucking up the millings as an end of day operation if City staff is unavailable. Payment for loader and operator will be out of the force account. Submittal of equipment and labor rates will be provided to the Project engineer prior to the preconstruction meeting.

i. Asphalt Paper joints – where used the transition shall be a minimum of 3' in length. The contractor can utilize the following material: RAP, cold mix or HMA.

j. Time of completion - The project is slated to start July 10, with a completion date of 60 days from the start date. The final completion shall be no later than September 19, 2017.

k. There are events scheduled at Las Coloeus Park throughout the summer. The contractor is to coordinate work efforts in this area with the Project Engineer and Parks department to allow for access during events or schedule around these events. Not all dates are currently set for venues.

8. Site visit – it is recommended that the potential contractors visit the project prior to submitting bids.

9. Questions and answers -



Purchasing Division

Invitation for Bid

IFB-4367-17-DH
2017 Riverside Parkway Resurfacing Project

Responses Due:

May 25, 2017 prior to 3:30pm

Accepting Electronic Responses Only

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

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

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

970-244-1545

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

Invitation for Bids

Table of Contents

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

1. Instructions to Bidders

- 1.1. **Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required, the project includes 186,850 square yards of asphalt milling and a new 1 ½" to 2" overlay of hot mix asphalt, approximately 23,650 tons of grading SX 75 (PG 76-28), and approximately 150 tons of Leveling course, 10,900 SF of preformed thermoplastic pavement markings along the Riverside Parkway and 24 Road. 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 May 16, 2017 at 10:00am. Meeting location shall be in the City Hall Auditorium, 250 N. 5th Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. **The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. **Prequalification Requirement:** 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.rockymountainbidsystem.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 contract 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 its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

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

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

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.27. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.29. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner

written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.

- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

- 2.33. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.34. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.35. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.36.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.36.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.36.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.37. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.38. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.39. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.40. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

- 2.41. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.42. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.43. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.44. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

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

- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

2.45. Evaluation of Bids and Offers: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- negotiate final terms with the Successful Bidder, and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

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

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

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

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

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

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

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

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

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

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

- 2.47. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.48. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.49. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- 2.50. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.51. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.52. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.

- 2.53. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.54. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.55. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.56. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

2.56.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public

- improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
 - (c) except any project that receives federal moneys.

3. Statement of Work

3.1. GENERAL: the work request is for improvements to the Riverside Parkway from 24 Road to 29 Road and south section of 24 Road. The improvements will include mill and fill operations, and patching.

3.2. PROJECT DESCRIPTION: The project includes 186,8500 square yards of asphalt milling and a new 1 ½" to 2" overlay of hot mix asphalt, approximately 23,650 tons of grading SX 75 (PG 76-28), and approximately 150 tons of Leveling course, 10,900 SF of Preformed thermoplastic pavement markings along the Riverside Parkway and 24 Road.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Mandatory Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on May 16, 2017 at 10:00am. Meeting location shall be in the City Hall Auditorium, 250 N. 5th Street, Grand Junction, CO. 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 sections shall have all work performed between the hours of 7:00 PM to 7:00 AM:

- Riverside Parkway – 9th Street to D Road
- Riverside Parkway – Sandhill Lane to east of 25 Road Interchange
- Riverside Parkway – 5th Street on and off ramps
- 24 Road – Patterson Road to Leland Ave
- 24 Road and I-70B NB on/off Ramps

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 Contractors expense. See Section 2.12. 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.

3.3.20 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.

- 3.3.21 Arterial and Collector Streets:** All paving shall be completed in conjunction with the milling operation on a daily basis on the sections of roadway that are a mill and fill operation.
- 3.3.22 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50. All millings generated from this project shall be delivered to City Shops, Riverside Yard, and become the property of the City of Grand Junction. Cost for delivery of the millings shall be include in the price for milling. The contractor may coordinate with the City Streets division for consolidating of the millings pile or may provide equipment and an operator for consolidation.
- 3.3.23 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.
- 3.3.24 Incidental Items:** Any item of work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of work, will be considered as incidental to those items, and will be included in the cost of those items.
- 3.3.25 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.
- 3.3.26 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.**
- 3.3.27 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.
- 3.3.28 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.

- 3.3.29 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.
- 3.3.31 Pavement Cross Slope:** Each paving machine shall be equipped with a 4' carpenter's 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.
- 3.3.32 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.
- 3.3.33 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.
- 3.3.34 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 approved 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 (-) ¼"

3.3.36 Pavement Marking:

Section 627 of the Standard Specifications are hereby revised for this project as follows:

The City of Grand Junction will apply all of the long line striping pavement markings for this project with the exception of the preformed thermoplastic pavement markings. The contractor shall meet with the City of Grand Junction's Transportation Engineering Division for approval of layout prior to placement of any pavement markings. See appendix for tabulation quantities in concrete areas.

3.3.36 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.

3.3.37 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. SCOPE OF WORK: This project is for 2017 Riverside Parkway Resurfacing Project. The project consists of milling of the existing roadway surface as described in job locations, and a new asphalt mat. The project will also include the adjustment of manhole as well as water valve and survey monuments. See attached site maps.

3.5. Attachments:

- Appendix A: Project Submittal Form
- Appendix B: Project Locations Breakdown
- Appendix C: Site Maps

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

- Contractor's Bid Form
- Price Bid Schedule
- SubContractor's Form

3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	April 27, 2017
Mandatory Pre-Bid Meeting	May 16, 2017
Inquiry deadline, no questions after this date	May 18, 2017
Addendum Posted	May 19, 2017
Submittal deadline for proposals	May 25, 2017
City Council or Board of Commissioners Approval	June 7, 2017
Notice of Award & Contract execution	June 8, 2017
Bonding & Insurance Cert due	June 30, 2017
Preconstruction meeting	July 5, 2017
Work begins no later than	July 10, 2017
Final Completion	60 Calendar Days from start date

Holidays:

Labor Day	September 4, 2017
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4. Contractor's Bid Form

Bid Date: 5/25/2017

Project: IFB-4367-17-DH "2017 Riverside Parkway Resurfacing Project"

Bidding Company: Oldcastle SW Group, Inc. dba United Companies

Name of Authorized Agent: Kyle Alpha

Email mark.painter@oldcastlematerials.com

Telephone 970-243-4900 **Address** 2273 River Road

City Grand Junction **State** CO **Zip** 81505

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.


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

State number of Addenda received: 1.

It is the responsibility of the 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: Oldcastle SW Group, Inc. dba United Companies

Authorized Signature: 
Kyle Alpha

Title: General Manager

Bid Schedule:2017 Riverside Parkway Resurfacing Project

Company Name: Oldcastle SW Group, Inc. dba United Companies

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Removal of Asphalt Mat (Planning) (0"to2.5")	186,850.	SY	\$ <u>1.30</u>	\$ <u>242,905.00</u>
2	210	Adjust Valve Box (Price to include adjustment of survey monuments)	62.	EA	\$ <u>80.00</u>	\$ <u>4,960.00</u>
3	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)(24" Diameter)	90.	EA	\$ <u>485.00</u>	\$ <u>43,650.00</u>
4	210	Adjust Manhole Ring and Cover (Sanitary and Storm Sewer)(36" Diameter)	25.	EA	\$ <u>560.00</u>	\$ <u>14,000.00</u>
5	401	Hot Mix Asphalt (Leveling Course)(Grading SX 75 Binder Grade 79-28)(west of 5th St Interchange)	150.	Ton	\$ <u>110.00</u>	\$ <u>16,500.00</u>
6	401	Hot Mix Asphalt (Top Mat)(Grading SX 75 Binder Grade 76-28)	23,650.	Ton	\$ <u>74.00</u>	\$ <u>1,750,100.00</u>
7	620	Sanitary Facility	Lump sum		---	\$ <u>1,200.00</u>
8	626	Mobilization	Lump sum		---	\$ <u>125,000.00</u>
9	630	Traffic Control (Complete in Place)	Lump sum		---	\$ <u>40,000.00</u>
10	630	Traffic Control Plans	Lump sum		---	\$ <u>500.00</u>
11	630	Flagging	2,800.	HR	\$ <u>23.50</u>	\$ <u>65,800.00</u>
12	627	Preformed Thermoplastic Pavement Marking Word/Symbol)	1,798.	SF	\$ <u>20.00</u>	\$ <u>35,960.00</u>
13	627	Preformed Thermoplastic Pavement Marking (X-walk/Stopline)	3,068.	SF	\$ <u>10.50</u>	\$ <u>32,214.00</u>
14	627	Preformed Plastic Pavement Marking (Type II)(Edge White Solid)	2,538.	SF	\$ <u>12.50</u>	\$ <u>31,725.00</u>
15	627	Preformed Plastic Pavement Marking (type II)(Inlaid)(Lane)(White Broken 10' segments 30' Gaps)	577.	SF	\$ <u>12.50</u>	\$ <u>7,212.50</u>

Bid Schedule:2017 Riverside Parkway Resurfacing Project

Company Name: Oldcastle SW Group, Inc. dba United Companies

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
16	627	Preformed Plastic Pavement Marking (type II)(Inlaid)(Dotted)(White Dotted 2' segments 4' Gaps)	80.	SF	\$ 12.50	\$ 1,000.00
17	627	Preformed Plastic Pavement Marking (type II)(Inlaid)(Channelizing)(White Solid)(8 Inch)	2,842.	SF	\$ 12.50	\$ 35,525.00
INC		Incentive HMA 76-28	---	---	---	\$ 66,000.00
MCR		Minor Contract Revisions	---	---	---	\$ 80,000.00
Bid Amount:						\$ 2,594,251.50

Total Bid Amount:

Two Million Five Hundred Ninety Four Thousand Two Hundred Fifty One Dollars & Fifty Cents **dollars**

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>
<u>Mountain Valley Contracting - 2377 F1/2 Rd, GJ</u>	<u>Milling</u>	<u>3.06%</u>
<u>Roadsafe Traffic Systems- 6260 Downing Street, Denver</u>	<u>Thermoplastic</u>	<u>5.83%</u>
<u>Grand Valley Traffic Control - 643 32 Rd, Clifton</u>	<u>Traffic Control</u>	<u>3.85%</u>
<u> </u>	<u> </u>	<u> </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.

APPENDIX A
Project Submittal Form

PROJECT SUBMITTAL FORM

PROJECT: **2017 Riverside Parkway Resurfacing Project**

CONTRACTOR: Oldcastle SW Group, Inc. dba United Companies

PROJECT ENGINEER: Justin Vensel

Description	Date Received	Resubmittal Requested	Resubmittal Received	Date Accepted
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STREET CONSTRUCTION

Pavement mix design				
Hot Mix Asphalt Grading SX Binder Grade 76-28				

EROSION CONTROL / STORMWATER MANAGEMENT

Inlet Protection				

PERMITS, PLANS, OTHER

Traffic Control Plan				

APPOINTMENT OF AUTHORIZED AGENTS

Pursuant to the authority granted by the Board of Directors of Oldcastle SW Group, Inc. (known as "the Company"), Rich Umbel, President, of the Company, hereby declares that the following individuals shall be, and each of them hereby is, appointed to serve as an Authorized Agent of the Corporation until his/her resignation, removal, disqualification, or death, and each such individual is hereby authorized to execute and deliver such agreements, documents, certificates and other instruments under the seal of the Company, if required, for the purpose of selling products, securing construction work, initiating company purchases and entering into contracts, (not to exceed the limits set forth), for the benefit of the Company:

Authorized Agents Having Powers of an Assistant Secretary:

Kyle Alpha, Kyle High, Sheila Moser, Rhonda Reynolds

Authorized Agents:

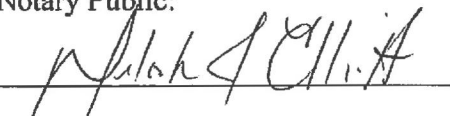
Jody Bernal	Jonathan Fike	Mark Painter
Scott Barney	Misty Grosse	Marty Punchak
Martin Conner	Mike Hall	Keith Likes
Amber Cordova	Rod Johnson	Linda Sherman
Roy Catt	Art Lopez	Mike Stengel
Steven Corn	Don Miller	Janel Tanner
Miles Downs	Mike McBreen	Ray Taulli
Ty DuCray	Mike McGehee	Dave Verble
Chuck Foutz	Randi McNulty	Nicole Williams
Greg Frazier	Thomas Lyons	Jason Burkey
	Matt Carnahan	Teri Palmer

IN WITNESS WHEREOF, I hereunto set my hand this 19 day of April, 2016.

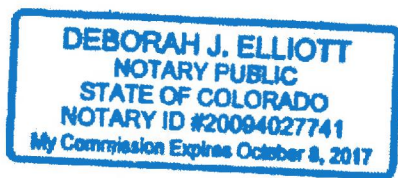


Rich Umbel - President

Notary Public:



My commission expires: 10-8-17



BID BOND

KNOW ALL BY THESE PRESENTS, That we, Oldcastle SW Group, Inc. dba United Companies of Mesa County

of 2273 River Road, Grand Junction, CO 81502

(hereinafter called the Principal), as Principal, and Fidelity and Deposit Company of Maryland

(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 _____

IFB-4367-17-DH 2017 Riverside Parkway Resurfacing Project

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 25th day of May, 2017



Oldcastle SW Group, Inc. dba United Companies of Mesa County (Seal)

{ [Signature] Principal

Kyle Alpha, General Manager Title

[Signature]
Dorothy Feil, Assistant Secretary Witness

[Signature]
Witness

Fidelity and Deposit Company of Maryland

{ By [Signature]
Tina Davis Attorney-in-Fact

State of UT }
County of Salt Lake } ss:

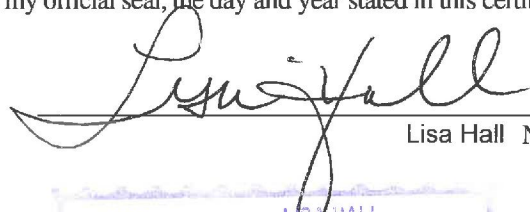
On May 25, 2017 , before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

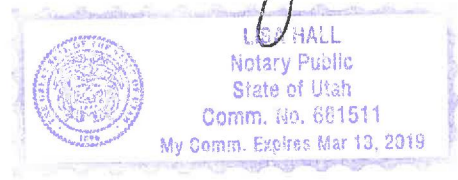
known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such 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 3/13/2019



Lisa Hall Notary Public



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Tina DAVIS, Lisa HALL, Lindsey PLATNER and Linda NIPPER, all of Salt Lake City, Utah, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.


The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

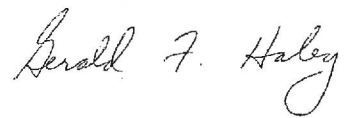
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of May, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Assistant Secretary
Joshua Lecker


Vice President
Gerald F. Haley

State of Maryland
County of Baltimore

On this 1st day of May, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and JOSHUA LECKER, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



Purchasing Division

ADDENDUM NO. 1

DATE: May 19, 2015
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2017 Riverside Parkway Resurfacing Project IFB-4367-17-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. See attached Pre-Bid Meeting Agenda.
2. The following is the current list of upcoming events at the Las Colonias Amphitheater that need to be considered by the Contractor for this project. The Contractor will be allowed to complete this work during the daytime permitted workhours with an approved traffic control plan. Note that additional dates to this list may come forth at a later date, and the City's Project Manager will work with the Contractor to incorporate any additional dates into the project.

Up Coming events in the Amphitheater Released 5/12/17

6-Jul	Ribbon Cutting and concert
7-Jul	Pinnacle event
11-Jul	Pinnacle event
21-Jul	Pinnacle event
22-Jul	United Way event
29-Jul	City/Radio event
7-Aug	Pinnacle event
8-Aug	Pinnacle event
14-Aug	Pinnacle event
18-Aug	Pinnacle event
19-Aug	Pinnacle event
26-Aug	Pinnacle event
1-Sep	Pinnacle event
2-Sep	City/Radio event
8-Sep	Pork and Hops
9-Sep	Pork and Hops
10-Sep	Pinnacle event
1-Oct	Pinnacle event

3. Q. Item No. 7-g from the Pre-Bid Agenda, can the 24 hour mill and fill exception be applied to all areas of the project?

A. The 24 hour rule will apply for all section of the parkway. Including the on and off ramps.

4. Q. For the work to be performed on the Riverside Parkway at the railroad tracks (CoorsTek), can you specify how many feet east and west of the tracks the milling/paving limits will be? Are railroad ROW permitting/insurance/flagging incidental to this job?

A. The minimum allowable distance to the centerline of the track is 25ft. This will be the distance that we intend to encroach on the UPRR track spur. The no travel days current for the spur are Tuesday and Wednesday. These would be the preferred days for the mill and fill operation. The contractor will need to contact Justin Cordova with the UPRR prior to work performed. His contact information is 970-640-4016.

5. Q. Are the existing markings on the concrete roadway sections required to be removed prior to final pavement marking?

A. All concrete markings will be inlaid, with the exception of the solid stripe. There is not a requirement for removal on this item.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read 'Duane Hoff Jr.', written over a horizontal yellow line.

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

Pre-Bid Meeting Agenda

Date: May 16, 2017
Project: **2017 Riverside Parkway Resurfacing Project**
Location: City Hall Auditorium
Conducted by: Justin Vensel, Project Engineer

1. Introduction, attendance list.
2. Project description - The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required, the project includes 186,850 square yards of asphalt milling and a new 1 ½" to 2" overlay of hot mix asphalt, approximately 23,650 tons of grading SX 75 (PG 76-28), and approximately 150 tons of Leveling course, 10,900 SF of preformed thermoplastic pavement markings along the Riverside Parkway and 24 Road. All dimensions and scope of work should be verified by Contractors prior to submission of bids.
3. Project documents -
 - a. City of Grand Junction Standard Contract Documents
 - b. Project Bid Documents
 - c. Construction plans
 - d. CDOT Standard Specifications for Road and Bridge Construction.
 - e. CDOT M and S Standards
4. Bid submittal procedures -
 - a. Complete Bid Form in ink, sign and attach Bid Bond
 - b. Deliver to City Clerk's office prior to bid time
 - c. Attendance at bid opening is optional
5. Insurance and bonding requirements -
 - a. 5% bid bond
 - b. Performance and payment bonds (100%)
 - c. Insurance in General Conditions

6. Addenda – No Addenda's have been issued to date

7. Project specific issues -
 - a. Traffic control – All traffic shall be maintained in all directions during construction, on multi-lane roads the contractor will be allowed to run traffic in one lane in both directions, on two lane roadways the contractor will be allowed to either set up alternate detour routes or utilize flaggers to ensure safety for construction activities. Traffic control plans shall be accepted by both the Contractor and the City prior to placement. All deviation to the plan shall be approved by the Contractor with City concurrence.
 - b. Quality Control and Quality Assurance Testing - as stated in section 3.3.18 the Contractor shall be responsible for providing Quality control personnel and/or a certified lab for the project. The Quality Control Field person shall remain on site at all time to convey in-place densities with the Contractor. Quality control will have comparison data with the City's Quality Assurance staff on in-place densities.
 - c. Incentives/Disincentive for the project are calculated as shown in section 401 of the City of Grand Junction Standard Specifications for Road and Bridge Construction. The categories are Air Voids, VMA and In place densities as performed under the quality assurance. The Quality control will provide the following information Asphalt content and gradation.
 - d. AC Escalator/De-escalator – This project will not utilize the AC cost adjuster.
 - e. Pavement Markings – The contractor shall be responsible for recording the location and type of pavement markings along the corridor. In addition, the contractor will be required to install temporary pavement markings. The work for the recording of the striping plan and installation of the temporary markings shall be considered incidental to the project. City crews will stripe the project upon completion of the project or during construction. The contractor shall install all thermoplastic marking for the project as stated in section 3.3.36
 - f. Asphalt material transfer vehicle - this project will require the use of an asphalt material transfer vehicle.
 - g. Mill and fill operation- The project is to be a direct mill and fill operation. At no time is there to be traffic on the milled surface other than construction traffic. The milling operation shall coordinate with the paving operation for start and end points. All areas milled will be paved back the same day where there is only one lane of travel. All areas that have multiple lanes or the utilization of turn lane as a travel lane those

section are to be paved back within 24 hours of milling this include the two on/off ramps at 24 Road and Redlands Parkway. There are two exceptions for the mill and fill operation where there is just a butt joint and edge milling the two locations are: Redlands Parkway to Sandhill Lane and D Road to 29 Road.

h. Work Hours - Reference section 3.3.8

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

- Riverside Parkway – 9th Street to D Road
- Riverside Parkway – Sandhill Lane to east of 25 Road Interchange
- Riverside Parkway – 5th Street on and off ramps
- 24 Road – Patterson Road to Leland Ave
- 24 Road and I-70B NB on/off Ramps

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.

- j. Millings shall be delivered to the City Shop's Yard located in Riverside off of Hale Avenue. The contractor will be responsible for any lighting required during night operations. The Contractor may also be required to provide a loader and personnel for bucking up the millings as an end of day operation if City staff is unavailable. Payment for loader and operator will be out of the force account. Submittal of equipment and labor rates will be provided to the Project engineer prior to the preconstruction meeting.
 - i. Asphalt Paper joints – where used the transition shall be a minimum of 3' in length. The contractor can utilize the following material: RAP, cold mix or HMA.
 - j. Time of completion - The project is slated to start July 10, with a completion date of 60 days from the start date. The final completion shall be no later than September 19, 2017.
 - k. There are events scheduled at Las Coloeus Park throughout the summer. The contractor is to coordinate work efforts in this area with the Project Engineer and Parks department to allow for access during events or schedule around these events. Not all dates are currently set for venues.
8. Site visit – it is recommended that the potential contractors visit the project prior to submitting bids.
9. Questions and answers -
-
-