

**COUNTY OF MESA, COLORADO**

**CONTRACT**

**MESA COUNTY 2024 OVERLAY**

This Contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the MESA COUNTY, COLORADO, a political subdivision of the State of Colorado, referred to as “County” and ELAM CONSTRUCTION, a Colorado corporation, hereinafter referred in the Contract Documents as “Contractor”.

WITNESSETH, that County advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the construction project.

WHEREAS, this Contract has been awarded to the above-named Contractor by County, and said Contractor is now willing and able to perform all of said Work in accordance with said advertisement and his bid.

NOW THEREFORE, in consideration of the compensation to be paid Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

**ARTICLE I**

Contract Documents: It is agreed by the parties hereto that the following list of installments, 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 a contract between the parties hereto, and they are as fully a part of this Contract as if they were set out verbatim and in full herein.

Advertisement for Bids	Instruction to Bidders
Bid	Statement of Bidders Qualifications
Performance, Payment and Maintenance Bond	
Insurance Clarification	
Contract	Notice of Award
Notice to Proceed	Field Order
Change Order	Application for Payment
Certificate of Substantial Completion	Lien Waiver
Project Special Provisions	Additional Special Provisions (If Any)
Plans and Drawings (Bearing the same Project name)	Addenda (If Any)

\*The following two documents are available at the following web page:

<https://www.mesacounty.us/publicworks/engineering>

\*Mesa County General Contract Conditions

\*Mesa County Standard Construction Specifications

In case of any conflict, inconsistency or discrepancy among the Contract Documents, the requirement defining or describing the higher quality work or performance shall control. If the conflict, inconsistency or discrepancy cannot be resolved by the application of that rule, the Contract Documents shall be given precedence in the following order:

- (a) Contract and Notice to Proceed,
- (b) General Contract Conditions,
- (c) Change Orders and Field Orders,
- (d) Addenda,
- (e) Project Plans,
- (f) Project Special Provisions,
- (g) Standard Plans,
- (h) Standard Specifications.

Figure dimensions on Drawings shall govern over scaled dimensions. Any work that may reasonably be inferred from the Specifications or Drawings as being required to product the intended result shall be supplied whether or not it is specifically called for.

## **ARTICLE 2**

Definitions: The definitions provided in the Mesa County General Contract Conditions and the Mesa County Standard Construction Specifications apply to the terms used in the Contract and all Contract Documents, unless specifically modified by this Contract.

## **ARTICLE 3**

Statement of Work: Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials, and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown, and included in said Contract Documents.

## **ARTICLE 4**

Contract Time: Contractor agrees to undertake the performance of the Work under the Contract within ten (10) calendar days after the date of the Notice to Proceed and agrees to fully complete said Work within the stipulated working days noted hereinafter unless an extension of time is granted by County. The Contract Time for Substantial Completion of all required Work shall be 40 working days from the Notice to Proceed.

## **ARTICLE 5**

Liquidated Damages: It is understood and agreed by and between County and Contractor that should the completion of the entire project be delayed beyond the stipulated day herein specified, the County will suffer substantial damages, which damages it would be difficult to accurately determine. The Parties hereto have considered the possible limit of damages and have agreed that a delay in completion of this work will cost per Item **24. Failure to Complete Work on Time** of the Mesa County General Contract Conditions. If Contractor shall fail to pay such liquidated damages promptly upon demand, therefore, the Surety on the Performance Bond shall

pay such damages. Also, County may hold all or part of such liquidated damages from payments due Contractor.

## ARTICLE 6

Terms of Payment: Contractor agrees to accept as his full and only compensation for the performance of all the work required under this price or prices set forth in Contractor's Bid, attached hereto and made a part hereof for Contract items 1 through 11, for total cost thereof to be Nine Hundred Ninety-Nine Thousand, Four Hundred Thirty Dollars and 00/100s, (\$999,430.00). Partial payments will be made for Work completed during the previous month and certified by the Engineer as well as for materials (invoice cost only) delivered to the Project site and suitably stored per items **55. Progress Payments** and Item **56. Payment for Materials on Hand (Stockpiled Material)** of the Mesa County General Contract Conditions.

All material and work covered by partial payments made shall thereupon become the sole property of County, but this provision shall not be construed as relieving Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of County to require the fulfillment of all the terms of the Contract.

County will retain, from partial payments, five percent (5%) of the total amount due the Contractor based on the Contractor's Application for Payment and the Engineer's recommendation of the work required by the Contract has been performed. Thereafter, County may pay any of the remaining installments without retaining additional funds if, in the opinion of County, satisfactory progress is being made in the work. County may, at its sole discretion, at any time during the Contract Time, reduce the percentage of the total amount due which is retained when it appears that such retainage is not necessary to adequately protect County.

Upon completion of the Work under the Contract, and prior to the payment, the Engineer and County shall publish, in the newspaper published in the County the Notice of Contractor's Settlement, which shall state that they have accepted said Work as completed according to the Contract Documents and that Contractor is entitled to final settlement and that, upon thirty days notice following the date of first publication, specifying the exact date, County will pay the full balance due under the Contract, and that persons having claims for labor or material furnished Contractor shall present the same to County prior to said date specified for such payment. Nothing contained herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bond from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract it is the intent of the Owner, to make payment for partial payments in at timely manner as follows:

- 1) Contractor shall submit his Application for Payment not later than the first day of the month.
- 2) The Engineer will, within 15 calendar days after receipt of an approved Application for Payment, submit the Application for Payment to County for payment along with his Recommendation of Payment, noting any changes.

## CHANGE OF CONTRACT PRICE

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.

The Contract Price may only be changed by a Change Order. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined as defined in section **VII. Changes in Work or Contract Price** of the Mesa County General Contract Conditions contained and/or referenced herein.

## CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an increase in Contract Time shall be determined as defined in item **24. Determination and Extension of Contract Time** of the Mesa County General Contract Conditions contained and/or referenced herein.

All time limits stated in the Contract Documents are of the essence of the Contract. The provisions of this Section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

## **ARTICLE 7**

Bonds and Insurance: Contractor furnishes currently herewith the bonds and insurance required by the Contract Documents, said bonds and insurance having been approved by the County and attached hereto. The Performance Bond will be in an amount not less than one-hundred percent (100%) of the estimated aggregate payments to be made under the Contract but, in any event, shall provide for the completion of the project in accordance with the Contract Documents, without additional cost to the County. The Payment Bond will be in an amount not less than the aggregate total of all materials, labor and subcontracted work, exclusive of the Contractors overhead and profit, or one-hundred percent (100%) of the estimated aggregate payments to be made under the Contract, whichever is greater. The Maintenance Bond will be so conditioned as to provide for the correction of workmanship for a period of one year following final acceptance of the project, and shall cover not only the material but also costs of removal, correction, reconstruction and any other costs incurred in the repair of defective portions of the Work.

If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to County.

County shall not be responsible for purchasing and maintaining any property insurance to protect the interest of Contractor or Subcontractors in the Work to the extent of any deductible amounts that are provided below. If Contractor wishes property insurance coverage within the limits of such amount, Contractor may purchase and maintain it at his own expense.

Insurance is to be placed with insurers with a Best's rating of no less than A:VII, unless pre-approved in writing by County.

If County has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this section on the basis of its not complying with the Contract Documents, County will notify Contractor in writing thereof within ten (10) days of the date of delivery of such certificates to County.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to County.

Contractor shall procure and continuously maintain during the term of this Contract, and for a period of two years after completion of the Contractor's Work, insurance of the kinds and with the limits not less than the amounts shown below:

1. Workers' Compensation and Employer's Liability Coverage.  
Workers' Compensation and Employer's Liability, including Occupations Disease Coverage in accordance with the scope and limits as required by the State of Colorado, a minimum of: \$100,000 each accident, \$100,000 disease each employee; \$500,000 disease policy.
2. Commercial General Liability ("Occurrence Form")  
\$1,000,000 combined single limit, per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Automotive Liability.  
\$1,000,000 per accident bodily injury and property damage combined.
4. Excess Liability ("Umbrella Form").  
\$1,000,000 limit per occurrence; \$1,000,000 aggregate.
5. Professional liability insurance with minimum limits of liability of not less than \$1,000,000 each claim and \$1,000,000 aggregate for both the Contractor or any subcontractors when:
  - (1) Construction Surveying and/or Survey Monumentation are included in the Contract.
  - (2) Plans, specifications, and submittals are required to be signed and sealed by the Contractor's Professional Engineer, including but not limited to:
    - (i) Shop drawings and working drawings as required in the General Contract Conditions.
    - (ii) Mix Designs.
    - (iii) Contractor performed design work as required by the plans and specifications.
    - (iv) Change Orders
    - (v) Approved Value Engineering Change Proposals.

- (3) The Contractor and any included subcontractor shall renew and maintain Professional Liability Insurance as outlined above for a minimum of one year following final acceptance of work.

**The Contractor's insurance policies shall be endorsed to include, for the benefit of County, a 30-day advance written notice of cancellation, non-renewal, or reduction in policy limits of liability by endorsement.** Additionally, it shall specifically state on the Commercial General Liability and Auto Liability policies the following: "Mesa County, its officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACCORD 25-S" form. A Certificate of such insurance coverage naming Mesa County, its officials, officers, employees and agents as insured, shall be supplied to Mesa County upon signing of this Contract. Failure to obtain or maintain such insurance shall constitute a breach of the Contract.

Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this contract, Commercial General Liability insurance, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the Board, with a copy to the Board's Contract Administrator, immediately upon request.

## ARTICLE 8

- 1) Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work, which is contemplated, shall be deemed to be, and is, covered by this Contract.
- 2) The Contractor shall perform its work hereunder in accordance with sound and acceptable industry or professional practices and standards and in accordance with all codes, standards, regulations, and laws applicable to the work; and prior to beginning work, shall secure, at Contractor's expense, all necessary permits required by any governmental agency with jurisdiction.
- 3) In the performance of work under this Contract, the Contractor shall be deemed to be, and is, an independent Contractor with the authority to control and direct the performance and details of its work; the County being interested only in the results obtained. As an independent contractor, Contractor shall be responsible for payment of all taxes including federal, state and local taxes arising out of the activities under this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or license fees required.
- 4) Precautions shall be exercised at all times for the protection of all persons (including County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full

responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

- 5) This Contract may not be assigned or subcontracted without the prior express written consent of the County and specifically the Contractor shall not assign any money due or to become due without prior written consent of the County. Any attempt to assign this Contract or any portion of this Contract without the prior express written consent of the County shall render the Contract null and void with respect to the attempted assignee.
- 6) The County reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this Contract. The right of inspection reserved in the County is for the protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve the Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
- 7) The County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit the Contractor's books with regard to this Contract, and the Contractor shall retain its books and records for the required period.
- 8) This is not an exclusive Contract. The County may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for County.
- 9) This Contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.
- 10) Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by the Contractor as confidential and will not be revealed to other persons, firms or organizations unless required by state, federal or local law.
- 11) **(This paragraph applies if the work performed is a "public work"):** In discharge of this Contract, Contractor shall employ Colorado labor to perform not less than 80% of each type or class of labor in each of the several classifications of skilled and common labor employed on this project. A "public work" is any construction, alteration, repair, demolition, or improvement of any building, road, street, bridge, drain, park, or other structure suitable for and intended for use by the public.
- 12) This contract constitutes the entire contract between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the party to be charged.

- 13) Persons signing as or on behalf of Contractor represent by their signature that the person signing is fully authorized to so sign this Contract and that the Contractor has taken all steps necessary that the signature is binding upon the Contractor.
- 14) The provisions of this Contract shall be severable; and the invalidity of any provisions shall not invalidate the remaining provisions hereof.
- 15) Contractor shall indemnify, and hold harmless the County, its agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or the subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the County under this paragraph include claims against the County by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided, and such obligation exists even if the claim is fraudulent or groundless.
- 16) In the event a damage claim arises from the Contractor's activities as part of the project, the Contractor shall conform to the following procedure:
1. The Contractor's Representative shall be contacted as soon as possible by the Contractor's work crew. The Contractor's Representative shall immediately contact the Engineer.
  2. The Contractor's Representative shall recommend resolution of the matter in writing to the claimant with a copy to Engineer no more than 48 hours following the occurrence.

Should County or Contractor suffer injury or damage to his employee(s) or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

- 17) Survivability: The duties and obligations imposed by these Contract Documents and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by item **4. Laws to be Observed**, item **34. Removal of Unacceptable Work and Unauthorized Work**, and item **57. Acceptance** of the Mesa County General Conditions and item 21) Default of Contract below and all of the rights and remedies available to County and Engineer thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other



provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Contract.

- 18) Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawing or other graphical representation and works of any similar nature, the County has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the County reserves the royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.
- 19) Conformance with Law: Contractor shall at all times during the performance period strictly conform/comply with all applicable federal, state and local laws and implement regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with all applicable federal, state and local laws and regulations in subcontract and sub-grant contracts, if any permitted under this Contract.
- 20) Non-discrimination: Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.
- 21) Survival of Certain Contract Provision: Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract, and the exhibits and attachments hereto, which may require continued performance or compliance beyond the termination date of this Contract shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Contract. Examples of some provisions surviving termination include but are not limited to Contract Article 7 and 8, subparagraphs 2, 3, 4, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 21 and 22 shall survive expiration or any termination of this Contract.
- 22) Termination: County reserves the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the Contractor. A written notice to terminate must be delivered to the Contractor ten (10) days prior to the date of final service delivery. In the event of such termination, the Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by the Contractor and all payments which have or have not been made.

County may, after giving Contractor and his Surety seven (7) days' written notice, terminate the services of Contractor. Once the notice is served, the County may immediately exclude

Contractor from site and take possession of the Work. Following the seven (7) days, the County may also take possession of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which County has paid Contractor but which are stored elsewhere, and finish the Work as County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to County. Such costs incurred by County shall be verified by the Engineer and incorporated in a Change Order, but in finishing the Work, County shall not be required to obtain the lowest figure for the Work performed.

Where Contractor's services have been so terminated by County, the termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention of payment of monies due Contractor by County will not release Contractor from liability.

- 23) Availability of Funds: Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability and appropriation of funds for the purposes herein. If such funds become unavailable, County may terminate this Contract immediately without further liability.
- 24) Contract Binding: County and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, Contracts and obligations contained in the Contract Documents.
- 25) Third Party Beneficiary. It is specifically agreed between the parties executing this Contract that it is not intended by any provision of any part of the Contract to create in the public or any member thereof a third-party beneficiary hereunder, or to authorize any one not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this Contract with respect to third parties shall remain as imposed by law.

IN WITNESS WHEREOF, The County of Mesa, Colorado has caused this Contract to be subscribed by its County commissioners and sealed and attested by its County Clerk in its behalf;

and the Contractor, second party, has signed this Contract the day and the year first mentioned herein.

This Contract is executed in three counterparts, each deemed to be an original.

THE COUNTY OF MESA, COLORADO


ATTEST

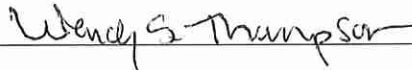
BY: \_\_\_\_\_  
Bobbie Daniel, Chair  
Mesa County Commissioners

BY: \_\_\_\_\_  
County Clerk

SECOND PARTY

WITNESS:

BY:   
Chad Saunders  
Construction Mgr.

BY: 

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

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KNOW ALL MEN BY THESE PRESENT:

That we the undersigned, Kilgore Companies, LLC dba Elam Construction as Principal, and Liberty Mutual Insurance Company a Corporation, organized and existing under and by virtue of the laws of the State of Colorado and Surety, are held and firmly bound unto the County of Mesa, Colorado in the penal sum of Dollars (\$ 999,430.00- ) lawful money of the United States of America, for the payment of which, will truly be made the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present, as follows:

The condition of the above obligation is such that; whereas, the said Principal has entered into a written Contract with the County of Mesa, Colorado for the performance of the work designated Mesa County 2024 Overlay, IFB Number: IFB-24-03043-OVERLAY, in Mesa County, in the State of Colorado in conformity with the drawings, plans, and General Conditions, and specifications are hereby referred to and made a part hereof, the same to all intents and purposes as if written at length herein, in which Contract the said Principal has contracted to perform the work specified in said Contract in accordance with the terms thereof;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT if the above bonded Principal shall well, truly and faithfully perform said contract and any alterations in and additions thereto and comply with all of the terms and provisions thereof, and satisfy all claims and demands incurred by the Principal in the performance of said Contract, and shall fully indemnify and save harmless the County of Mesa, Colorado all costs, damages, and expenses which they may incur in making good any default by the Principal, including any default based upon the failure of the Principal to fulfill his obligation to furnish maintenance, repairs, or replacements for the full guarantee period provided in the specifications contained herein and in compliance with Title 38, Article 26, Section 101 (et seg) of the Colorado Revised Statutes of 1973 as a condition of this bond shall be that the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing him or his subcontractors with labor and materials used or performed in the prosecution of work provided for in the above contract and that the undersigned will indemnify and save harmless the County of the extent if any and all payments in connection with carrying out of such contract, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work or to the specifications.

IN WITNESS WHEREOF, said Principal and Surety have set their hands and seals at

Grand Junction, CO, and Morristown, NJ, this 2nd day of May, 2024.

Kilgore Companies, LLC dba Elam Construction

Principal Contractor

(Seal)

By: Chad Sumner  
Chad Sumner, Construction Mgr.

Attest: Wendy S. Thompson  
Wendy S. Thompson, Witness  
Liberty Mutual Insurance Company

Surety

(Seal)

By: Kimberly Leonard  
Kimberly Leonard, Attorney-in-Fact

Attest: Rita Alfano  
Rita Alfano, Witness



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

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

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Kimberly Leonard

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

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



By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of May, 2024.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



**LIBERTY MUTUAL INSURANCE COMPANY**  
**FINANCIAL STATEMENT -- DECEMBER 31, 2023**

<b>Assets</b>		<b>Liabilities</b>	
Cash and Bank Deposits .....	\$1,850,245,073.00	Unearned Premiums .....	\$10,298,963,305.00
*Bonds – U.S Government .....	\$3,859,565,383.00	Reserve for Claims and Claims Expense ....	\$28,848,537,243.00
*Other Bonds .....	\$21,048,805,773.00	Funds Held Under Reinsurance Treaties .....	\$360,714,151.00
*Stocks .....	\$19,937,271,802.00	Reserve for Dividends to Policyholders .....	\$1,310,198.00
Real Estate .....	\$122,228,711.00	Additional Statutory Reserve .....	\$296,126,000.00
Agents' Balances or Uncollected Premiums ..	\$8,208,660,427.00	Reserve for Commissions, Taxes and Other Liabilities .....	\$7,622,413,466.63
Accrued Interest and Rents .....	\$186,906,667.00	<b>Total .....</b>	<b>\$47,428,064,363.63</b>
Other Admitted Assets .....	\$15,677,869,683.63	Special Surplus Funds .....	\$209,508,757.00
<b>Total Admitted Assets .....</b>	<b>\$70,891,553,519.63</b>	Capital Stock .....	\$10,000,075.00
		Paid in Surplus .....	\$13,834,867,488.00
		Unassigned Surplus .....	\$9,409,112,836.00
		Surplus to Policyholders .....	\$23,463,489,156.00
		<b>Total Liabilities and Surplus .....</b>	<b>\$70,891,553,519.63</b>

\* Bonds are stated at amortized or investment value; Stocks at Association Market Values.  
 The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2023, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March, 2024.



*Timothy A. Mikolajewski*  
 Timothy A. Mikolajewski, Assistant Secretary

## ATTACHMENT F INSURANCE CLARIFICATION

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this Contract and shall not start work under this Contract until such insurance coverage has been obtained and approved in writing by the County's Contract Administrator.
2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Excess Liability, Professional Liability, Comprehensive Automobile Liability insurance, and Workers' Compensation and Employers' Liability insurance, in the same manner as specified for Contractor. Contractor shall furnish subcontractors' certificates of insurance to the County, with a copy to the County's Contract Administrator, immediately upon request.
3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the County and the County's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, C.R.S., as amended.
5. All required insurance coverages must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the County. The insurers must also have policyholders' rating of "A-" or better, and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Board grants specific approval for an exception.
6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below, and additional coverage as may apply, with forms and insurers acceptable to the County. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
  - a. Workers' Compensation and Employer's Liability Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado of \$100,000 each accident; \$100,000 disease each employee; \$500,000 disease policy limit.
  - b. Commercial General Liability, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition Contractor must either:



1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

OR

2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- c. Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.
- d. PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Contract, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate for all Design/Build, Survey, Professional Service and Design Contracts.
- e. EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

7. The policies required by paragraphs (B) and (C) above shall be endorsed to specify; "Mesa County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract." All certificates of insurance are to be submitted on standard "ACCORD 25-S" form.

8. Depending on the nature and scope of the services to be provided under this Contract, additional insurance requirements may be specified by the County. Items listed below, which have been marked with an "X" are required of Contractor by the County as a condition of this Contract. Contractor initial, placed by the corresponding "X", shall acknowledge the Contractor compliance in meeting the specific insurance requirement(s).

Your  
Initial X

\_\_\_\_\_ BUILDERS RISK INSURANCE must be in an amount equal to the aggregate total of the initial contract prices in the contracts, as well as any subsequent modifications. The policy must be in Completed Value Form, insuring the entire project for, at least Broad Form coverage including theft. Such Insurance shall remain in effect until 12:00 noon on the day following the date of final acceptance of the entire project, whether or not the building or some part thereof is occupied in any manner prior to final acceptance of the project.

\_ch\_ \_x\_ BID BONDS AND/OR PERFORMANCE BONDS. Bid bond coverage to be determined as a percentage of the total bid. Performance Bond in the amount of 100% of the project contract.

\_ \_ Other insurance as required. If other insurance is required it will be included and referred to as "EXHIBIT E."



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, LLC. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.Certs@marsh.com Fax: 212-948-0500	<b>CONTACT NAME:</b> Brian M Lynch <b>PHONE (A/C, No, Ext):</b> 212-345-0557 <b>E-MAIL ADDRESS:</b> Brian.Lynch@marsh.com	<b>FAX (A/C, No):</b> 212-948-5527	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Kilgore Companies, LLC dba Elam Construction 556 Struthers Avenue Grand Junction, CO 81501	<b>INSURER A:</b> ACE American Insurance Company		22667
	<b>INSURER B:</b> ACE Fire Underwriters Insurance Company		20702
	<b>INSURER C:</b> ACE Property and Casualty Insurance Company		20699
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES** CERTIFICATE NUMBER: NYC-011948213-02 REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		HDO G48899961	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMPI/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		ISA H10819295	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			G27969355 009	12/31/2023	12/31/2024	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR C55521402 AL,AR,AZ,CO,CT,FL,IA,KS,KY,MD MO,NC,NJ,NV,OK,SC,TN,TX,UT,VA,WV SCF C55521475 (WI)	12/31/2023	12/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B					12/31/2023	12/31/2024	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Re: Project Mesa County 2024 Overlay IFB-24-03043-Overlay

Mesa County, their officers, officials, employees and volunteers is/are included as additional insured (except workers' compensation) where required by written contract.

<b>CERTIFICATE HOLDER</b> Mesa County Public Works Dept 200 South Spruce St. Grand Junction, CO 81502-5036	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>

**MESA COUNTY, COLORADO**

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**BID**

Mesa County 2024 Overlay (IFB-24-03043-OVERLAY)

**CONTRACTOR NAME:** Kilgore Companies, LLC dba Elam Construction

**ADDRESS:** 556 Struthers Avenue, Grand Junction, CO 81501

**PHONE:** 970-242-5370

To: Mesa County  
Grand Junction, Colorado 81501

The undersigned bidder, having examined the plans, specifications, and other Contract Documents as designated, and any addenda hereto, having investigated the location of, and conditions affecting the proposed work; and being acquainted with and fully understanding the extent and character of the work covered by this Bid and all factors and conditions affecting or which may be affected by the work;

HEREBY PROPOSES, pursuant to the Requirements for Bids as specified in the Bid Package Melody Estates Drainage Improvement Project (IFB-24-03043-OVERLAY), to furnish all required materials, tools and equipment to perform all necessary labor and superintendence; and to undertake and complete the work required in Mesa County, Colorado in full accordance with plans, specifications and Contract Documents hereto attached or by reference made a part thereof at, and for the following prices:

dan.flinn@elamconstruction.  
com

MESA COUNTY 2024 OVERLAY

Item No.	Contract Item No.	Contract Item Description	Unit	Estimated Quantity	Unit Cost	Extended Cost
1	202-00246	Removal of Asphalt Mat (Planning)(Special)	SY	820	\$43.10	\$35,342.00
2	403-34741	Hot Mix Asphalt (PG 64-22) (SX75)	TON	6550	\$114.50	\$749,975.00
3	304-06000	Aggregate Base Course (Class 6)	TON	250	\$120.00	\$30,000.00
4	210-04010	Adjust Manhole	EACH	8	\$1,350.00	\$10,800.00
5	210-04050	Adjust Valve Box	EACH	16	\$68.00	\$1,088.00
6	620-00020	Sanitary Facility	EACH	1	\$1,290.00	\$1,290.00
7	626-00000	Mobilization	LS	1	\$26,980.00	\$26,980.00
8	626-01000	Public Information Services	LS	1	\$2,380.00	\$2,380.00
9	629-01041	Survey Monument Box Adjustment	EACH	5	\$569.00	\$2,845.00
10	630-00012	Traffic Control Management	LS	1	\$38,730.00	\$38,730.00
11	700-70010	F/A Minor Contract Revisions	LS	1	\$ 100,000.00	\$ 100,000.00

Total Cost

~~\$999,510.00~~

\$ 999,430.00

The BIDDER acknowledges receipt of the following ADDENDA:  
No addenda noted at the time of submission

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The undersigned BIDDER proposes to sublet the following work:

1. Work Description: Planning/ Removal of Asphalt Mat

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Name of Proposed Sub-Contractor: Mountain Valley Contracting

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Address of Proposed Sub-Contractor: 2756 Winters Ave. Grand Junction, CO 81501

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2. Work Description: Public Information Services

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Name of Proposed Sub-Contractor: Fall Creek Communication

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Address of Proposed Sub-Contractor: 7510 Road 26.1 Loop Cortez, CO 71321

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3. Work Description: Survey of Monumental Box Adjustment

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Name of Proposed Sub-Contractor: Polaris Surveying

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Address of Proposed Sub-Contractor: 3194 Mesa Ave #2 Grand Junction, CO 81504

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4. Work Description: Traffic Control Management

Name of Proposed Sub-Contractor: ACM Construction

Address of Proposed Sub-Contractor: 30908 US 160 Durango, CO 81303

5. Work Description: Asphalt Placement/ Material

Name of Proposed Sub-Contractor: Elam Construction

Address of Proposed Sub-Contractor: 556 Struthers Ave. Grand Junction, CO 81501

The undersigned BIDDER acknowledges the right of the County to reject any portion of the BIDDER'S bid or the entire complete bid submitted and to waive informalities therein.

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 consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

The submission of a BID will constitute an incontrovertible representation by the BIDDER that he is familiar with conditions of the site together with the work required.

BIDDER agrees to perform all work described in the Contract Documents for unit prices or lump sum as shown on the Bid Schedule. The BIDDER further agrees that no bid may either be changed or withdrawn, without consent of the County for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned BIDDER hereby agrees to be ready and to appear at the office of the Mesa County Clerk to execute the attached Contract in conformity with this bid and also to have ready and furnish the required bond, executed by a Surety Company acceptable to the County

Attorney, and the insurance certificates at any time within ten (10) days from the date of a Notice of Award, mailed to the address hereinafter given.

The Bonding Company - Liberty Mutual Insurance, a corporation of the State of Massachusetts, is hereby offered as Surety on said Bond. If such surety is not approved by the County, another and satisfactory surety company will be furnished.

Enclosed herewith is Bid Security as defined in the attached Instructions to Bidders in the amount of 5% which Bid Security the undersigned BIDDER agrees is to be paid to and become the property of the County, as liquidated damages and not as a penalty, for the delay and extra work caused hereby, should the BIDDER prevent an award as defined in the Instructions to Bidders, or should the Bid be accepted and contract awarded him and he fails to enter into Contract in the form prescribed and to furnish the required bond and insurance certificates within ten (10) days as stipulated.


All participating BIDDERS, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this IFB as stated or implied herein. Should Mesa County omit anything from this IFB package, which is necessary to a clear understanding of the requirements, or should it appear that various instructions are in conflict, then the BIDDERS shall secure instructions from Laura Page, County Designated Representative, in the Mesa County Public Works Department, telephone number 970-255-5031 or email at [laura.page@mesacounty.us](mailto:laura.page@mesacounty.us) prior to the date and time of the quote closing date shown in the IFB.

Dated at Grand Junction this 1st day of May, 2024.

Signatures of Bidders:

If an individual: \_\_\_\_\_ doing business as

If a partnership: \_\_\_\_\_ by \_\_\_\_\_ member of firm.

If a corporation: Kilgore Companies, LLC dba Elam Construction by 

Corporate Seal:



Bidder is required to submit

## **STATEMENT OF BIDDERS QUALIFICATIONS**

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All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: Kilgore Companies, LLC dba Elam Construction
  
2. Permanent main office address, email and phone number:  
556 Struthers Avenue  
Grand Junction, CO 81501
  
3. When organized:  
1956
  
4. If a corporation, where incorporated:  
Delaware
  
5. How many years have you been engaged in contracting business under your present trade name?  
14
  
6. Contracts on hand: (schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)  
See attached
  
7. Have you ever failed to complete any work awarded to you? No  
  
If so, where and why?
  
8. Have you ever defaulted on a contract? No  
  
If so, where and why?

9. List the more important similar projects recently completed by your company, stating the name and phone number of the Owner of the project, approximate cost for each, and the month and year completed:  
See attached
  
10. List your major equipment available for this contract.  
See attached
  
11. Show verification of meeting the pre-qualification requirements included in the project specifications or as follows: For transportation projects, BIDDER shall submit documentation showing they are pre-qualified with the Colorado Department of Transportation. BIDDER shall submit documentation of Colorado Department of Transportation (CDOT) pre-qualified in the Discipline stated in the IFB. Such pre-qualification shall be in a dollar amount equal to or exceeding the dollar value of the submitted bid. Documentation of pre-qualification will be required to be submitted with the bid. Bids from BIDDERS that do not meet the pre-qualifications requirements may be considered a non-responsive BID.  
See attached
  
12. Describe your experience in construction work similar in importance to this project:  
For more than 50 years Elam Construction, Inc. have been working closely with federal, state, municipal, commercial and residential paving projects in Western Colorado. Our locally own operating plant allows us to handle project large or small, be it on I-70, Highways, County and State projects.
  
13. Can you provide personnel certified as work zone traffic control supervisors (A.T.S.S.A., or I.M.S.A.) for the performance of this contract? Yes
  
  
14. Give bank references:  
Bank of America  
1200 Main St.  
Kansas City, Missouri 64105 - 816-292-4226 -  
Denise Ward
  
15. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the County? Yes

16. Quality personnel are a key component to the successful completion of a project. Provide a list of key personnel who will be assigned to this project indicating their function and experience. See attached
17. List all previous experience on Mesa County Capital Improvement Projects. Previous experience on Mesa County Capital Improvement Projects will be considered a project reference and could positively or negatively impact the decision by Mesa County to accept any particular bid.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the County in verification of the recitals comprising this Statement of Bidder's Qualifications:

Dated at:

This 1st day of May, 2024.

Name of Bidder

By: 

Title: Construction Manager

State of Colorado )

ss.

County of Mesa )

Being duly sworn deposes and says that ~~he~~she is Chad Sanders of Kilgore Companies LLC dba Elm Creek and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 1st day of May, 2024.

**Wendy S. Thompson**  
**Notary Public**  
**State of Colorado**  
 Notary ID# 20224020674  
 My Commission Expires 05/23/26

Wendy S. Thompson  
 Notary Public

2869 Amish Ct Grand Junction CO 81503  
 Address

(seal)

My Commission Expires: 5/23/26

CONTRACTS ON HAND:

	Completion Date:	
CDOT	6/1/2024	#22020 - US550 Otter Rd. MP 117.28-126.06
CDOT	9/30/2024	#24678 - SH 82 Snowmass Canyon Resurfacing
CDOT	10/11/2024	#24889 - I-70 Exit 37 East Resurfacing
CDOT	11/8/2024	#21901 - SH13/SH317 Hamilton South
City of Grand Junction	6/1/2024	IFB-5360-24-DD - 30 Road Overlay D Rd to E Rd
Routt County	10/4/2024	Routt County Overlays 2024

## NOTICE OF AWARD

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Project: Mesa County 2024 Overlay

IFB Number: IFB-24-03043-OVERLAY

To: Elam Construction

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids dated April 14 and 17, 2024.

You are hereby notified that your Bid has been accepted for items in the amount of \$999,430.00 contingent upon an acceptable contract signed by the Contractor and final approval by the Board of County Commissioners for Mesa County. You are required by the Instructions to Bidders to execute the Contract and furnish the required Contractor's Performance Bond, Payment and Maintenance Bond and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said Certificates of Insurance and Bonds within ten (10) calendar days from the date of this Notice, said County will be entitled to consider all your rights arising out of the County's acceptance of your Bid as entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the County.

Dated this day of May 1, 2024

By: *KC Selleck*  
Title: Public Works Operations Manager  
Address: P.O. Box 20,000  
(200 South Spruce)  
Grand Junction, Colorado 81502-5013

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

*Chad Sanders*. This 2<sup>nd</sup> day of May, 2024.

By: *Chad Sanders*

Title: *Construction Mgr.*

Telephone: *970-242-5370*



## 2023-2015 Completed Project References

### US Department of Transportation - Federal Highway Administration - Jim Kerrigan

12300 W. Dakota Avenue, Suite 360, Lakewood, CO 80228

720-963-3362 / james.kerrigan@dot.gov

2018 - FTNP ARCH 10(2) Arches National Main Entrance and Overlook Roads \$14,405,610.15

### Colorado Department of Transportation - Jason Smith, Resident Engineer

970-243-2368 / jason.smith@state.co.us

222 S. 6th St. #317, Grand Junction, CO 81501

2023 - NHPP0701-250 I-70B & SH-141B Mesa County Resurfacing	9,490,148.53
2023 - MTCE0702-432 I-70 Summit County Vail Pass	\$2,887,896.79
2023 - STR0092-024 SH 9 North of Silverthorne Asphalt Rehab.	\$6,632,329.84
2023 - STR092A-034 SH 92 Chip Seal	\$1,764,435.35
2023 - STR318A-001 Hwy 318 Browns Park East Rural Resurfacing	\$6,686,562.84
2023 - NHPP0821-114 SH 82 Aspen to Independence Pass Chip Seal	\$1,165,615.42
2023 - NHPP5502-081 SH 550 Ouray to Colona	\$13,278,578.80
2023 - NHPP0701-247 I-70 Parachute to Rulison	\$6,331,944.20
2023 - NHPP0401-025 US 40 Sand Springs Gulch to Craig	\$6,394,977.35
2022 - NHPP0703-463 I-70 Silverthorne to EJMT	\$8,973,056.70
2021 - NHPP0702-390 I-70 West Vail Pass	\$10,979,498.85
2021 - STA 141A-051 Mesa County Chip Seal	\$3,288,442.60
2020 - NHPP006A-064 - Resurfacing Hwy 6	\$2,768,378.67
2020 - NHPP0402-090 US 40 Craig East BPM	\$450,818.20
2020- STRO132-021 SH 13 North of Craig	\$10,873,680.95
2019 - STRO65A-022 SH 65 Mesa North	\$6,066,122.20
2019 - NHPP0401-023 US 40 Overlay	\$2,167,529.65
2018 - NHPP5502-096 US 550 Chip Seal	\$662,975.01
2017 - SHE 340A-018 SH 340 Roundabout	\$4,323,054.61
2017 - SH 145 Lizard Head North Chipseal	\$993,489.00
2016 - I-70 From 49 East to Debeque 2015 I-70	\$10,782,911.87

### Utah Department of Transportation - John Baxter, Resident Engineer

17 West 600 South, Monticello, UT 84535

208-731-5556 / jmbaxter@utah.gov

2023 - US-191 La Sal Junction to Moab \$288,509.05

2022 - US-191; SR-279 to Seven Mile Wash	\$8,011,445.05
2022 - North Moab to Colorado River Bridge	\$22,030,332.36
2021 - UDOT Hwy 191 Wildlife Fencing Phase 2	\$184,378.85
2020 - SR-313 Deadhorse Point to Island In The Sky	\$2,621,649.77
2020 - UDOT SR499(340) SR-95, SR-261, SR275	\$13,459,280.42
2020 - UDOT US 191 SB Left Turn Lane Widening	\$158,237.05
2019 - F-0128(16)0 SR 128-MP 0 to 20.31	\$5,507,478.87
2019 - F-0313(3)8 Island In the sky to US 191	\$132,254.32
2018 - F-R499(281) US 491 and US 191	\$297,797.20
2018 - SR-46 US 191 to Colorado State Line	\$6,607,102.10
2017 - Monticello Main & US 491	\$293,604.00
2017 - F-0191(123)113 SR 128 MP 112.5 to 124	\$255,305.22

**Eagle County - Ben Gerdes, County Engineer**

500 Broadway, Eagle, CO 81631-0850

970-328-8760 / Fax 970-328-3546 / engineering@eaglecounty.us

2018 - Eagle County 2018 Overlay Project	\$1,156,774.80
2018 - Bachelor Gulch Metro District 2018 Road Improvements	\$786,321.10
2017 - Eagle County Overlay	\$385,025.00
2015 - Gypsum to Dotsero Trail 2015 Freedom Park Parking Lot	\$308,169.00

**LaPlata County - Mike Canterbury, Road & Bridge Superintendent**

26616 Hwy 160 South, Durango, CO 81303 - 970-382-6413

2023 - LaPlata County Rd 501 Mill & Overlay	\$2,459,558.68
2023 - LaPlata County Bridge Decks	\$79,140.00
2020 - LaPlata County Mill and Overlay 2019 (CR 318,329,330)	\$2,676,869.65
2019 - LaPlata County 24 County Intersections	\$625,591.90

**Mesa County Transportation Department - Rudy Bevan - Road Supervisor**

1000 South 9th Street, Grand Junction, CO - 970-244-1895

2019 - Buckskin Hill Road Improvement	\$1,991,031.50
2017 - Mesa County Overlays	\$3,230,200.00
2016 - Mesa County Overlays	\$3,189,869.00
2015 - Mesa County Fairgrounds Phase II	\$1,359,199.00

**City of Durango, Bob Grogan - 970-375-4810**

105 S. Camino del Rio, Durango, CO 81301

2023 - Durango Mill & Overlay 2023	\$138,867.00
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**Montezuma County, Rob Englehart, Superindendent**

1680 N. Dolores Road, Cortez, CO 81321 - 970-565-8666

2020 - Montezuma County 2019 Asphalt Supply & Overlay	\$1,751,893.80
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**Moffat County - Dan Miller - Director Moffat County Road**

P.O. Box 667, Craig, CO 81626

970-824-3211 ext 1015

2019 - Moffat County Road 4	\$881,197.00
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2018 - Colowyo Collom Haul Road	\$8,869,600.44
2015 - County Road 14	\$280,891.00
<b>San Juan County - Todd Adair - Road Superintendent</b>	
117 South Main Street, Monticello UT 84535	
435-587-3230 /tadair@sanjuancounty.org	
2020 - San Juan Spanish Valley Roadwork	\$1,029,258.81
<b>Routt County - Zachary Schaffner - Road &amp; Bridge Division Manager</b>	
136 6th Street, Ste. 103, Steamboat Springs, CO 80477 - 970-870-5308	
2019 - Routt County Board of Commissioners - Routt County Roads	\$1,027,824.30
2018 - Routt County Board of Commissioners - Routt County Road 129	\$717,600.00
2017 - Routt County Overlays	\$800,347.00
2015 - Routt County Overlays	\$3,063,679.00
<b>City of Grand Junction -Justin Vensel</b>	
250 North 5th Street, Grand Junction, CO 81501	
970-244-1554 / justinv@ci.grandjct.co.us	
2018 - City of Grand Junction Overlays	\$2,584,413.43
2018 - 7th Street Reconstruction	\$526,780.05
2017 - City of Grand Junction Overlays	\$2,079,249.55
2016 - City of Grand Junction Overlays	\$1,712,124.14
<b>City of Craig - Trevor Campbell - Road &amp; Bridge Director</b>	
300 W 4th Street, Craig, CO 81625	
970-824-4463	
2020 - City of Craig Overlays	\$338,580.06
2018 - City of Craig Overlays	\$246,342.49
2017 - City of Craig Overlays	\$216,290.00
<b>City of Moab - Levi Jones - Public Works Director</b>	
217 E Center, Moab, UT 84532 - 435-259-7485	
2020 - Wingate Hotal	
2017 - Moab City Chip Seal	\$356,134.00
<b>City of Monticello - Nathan Langston - Public Works Director</b>	
17 N 100 E, Monticello, UT 84535 - 435-587-2271 - nathan@monticelloutah.org	
2017 - Monticello City Chip Seal	\$115,918.00
<b>City of Blanding - Terry Ekker - City Engineer</b>	
50 West 100 South, Blanding, UT 8511	
435-678-2791 ext 3487 / tekker@blanding-ut.gov	
2019 - Blanding City Chip Seal	\$280,613.89
<b>Town of Eagle - Tom Gosiorowski - Public Works Director</b>	
1050 Chambers Avenue, Eagle, CO 81631	
970-328-6678	



2019 - Eagle Valley Trail	\$621,608.06
2019 - Eagle Valley High School	\$447,351.33
2019 - Eagle Valley Middle School	\$276,533.50
2017 - Town of Eagle Paving	\$390,000.00
<b>Town of Gypsum - Jeff Shreeve - Public Works Director</b>	
50 Lundgren Blvd., Cypsum, CO 81637/970-524-3127	
2020 - Gypsm Street Repair	\$139,835.00
2019 - Gypsum Roundabout	\$268,270.16
<b>Town Of Meeker - Russell Overton, Public Works Supeintendent</b>	
345 Market Street, Meeker, CO 81541	
970-878-5530 / streets@town.meeker.co.us	
2018 - Town of Meeker Overlays	\$515,842.78
2017 - Town of Meeker Overlays	\$388,411.00
<b>Town of Vail - Chad Salli, Project Engineer</b>	
70 South Frontage Road, Vail, CO 81657	
970-479-2100 / csalli@vailgov.com	
2018 - Town of Vail Overlays	\$379,958.48
2018 - West Vail Sewer Paving	\$396,264.04
2016 Town of Vail Overlays	\$504,750.00
2015 - Town of Vail Overlays	\$519,360.00
<b>Town of Bayfield - Jeremy Schulz - Public Works Director</b>	
905 Community Lane, Bayfield, CO 81122/970-884-9544	
2018 - Bayfield Street Project	\$451,817.24
<b>Cordillera Metro District - Trevor Broersma - General Manager</b>	
408 Carterville Road, Cordillera, CO 81632	
970-926-1923	
2018 - Cordillera Asphalt Repair & Overlay	\$507,742.00
2015 - Cordillera Roadway Improvements	\$283,374.00
<b>Gateway Metropolitan District - Boyd Bierbaum</b>	
200 Fiou Lane, Basalt, CO 81621/970-279-4398	
2016 - Metropolitan District Road Paving	\$570,400.00
<b>Beaver Creek Metropolitan District - Gary Padilla - Operations Manager</b>	
500 Swift Gulch Road, Avon, CO 81620/970-748-4100	
2018 - Little Bear Parking Lot	\$286,867.30
<b>Kramer North American, LLC - Carl Dewey</b>	
1 Plainview Road, Plain, WI 53577/608-546-2311	
2020 - I-70G Edwards Interchange Upgrade Phase 2	\$838,353.00
<b>NewStar General Contractors - Kari Ackman - Project Manager</b>	

2610 West 2590 South, Salt Lake City, UT 84119 801-809-5825 / kari@newstargc.com 2020 Sagfe Creek at Moab 186130	\$446,666.82
<b>Con-Sy Inc. - Wayne Balderston - Engineer</b> 719 Arrowest Road, Grand Junction, CO 81505970-549-1270 2019 - Kimball Creek Road Safety Improvement	\$233,858.90
<b>Intrepid Potash - Rick York - Engineer</b> 1 UT - 279, Moab, UT 84532 435-259-7171 / rick.york@intrepidpotash.com 2018 - Intrepid Pond Reconstruction 2018 Rental	\$699,058.69
<b>Lakeside Ventures, LLC - Dick Norton - Developer</b> 745 C.R. 221, Durango, CO 81303 970-385-4087 / norton richarde@yahoo.com 2018 - Taylor Ranch Subdivision	\$520,874.15
<b>M.A. Concrete Construction - Jeff Nimon</b> 2323 River Road, Grand Junction, CO 81505 970-243-3221 / masoncretenimon@bresnan.net 2016 - Mesa County Hwy 330 Reconstruction 2014 - K Road 2014 - E 1/2 Road Sewer Main Project	\$188,900.00 \$519,017.00 \$2,058,434.00
<b>San Juan Transportation SSD - Ben Giblette - Construction PM</b> 117 S. Main, Monticello, UT 84535 435-979-5497 / beng@jonesand demille.com 2017 - San Juan County Hatch Trading Post Road	\$1,822,748.00
<b>The Korte Company - Craig Mullinks - Director of Construction</b> 12441 US Hwy 40, Highland, IL 62249 314-242-0143 / craig.mullinks@korteco.com 2018 - UNHS Blanding Health Center 2017 - Montezuma Creek Health Care Parking	\$448,648.85 \$409,211.38
<b>Intermountain Slurry - Shawn Fielding - Area Manager UT</b> 1130 Warm Springs Road, Salt Lake City, UT 84116/800-595-0452 2018 - UDOT US 191 MP 140 to RR Structure	\$605,341.04
<b>Xcel Energy - Serena Chen - Project Manager</b> 2538 Blichman Avenue, Grand Junction, CO 81505/800-895-4999 2016 - Xcel Parking Lot	\$1,141,059.24
<b>Henderson Builders - Jason Henderson - President</b> 3121 S. Hwy 191, Moab, UT 84532/435-259-4111 2017 - Sky ranch Airport / Lots	\$436,056.00

<b>Southwest Horizon Ranch LLP - Kim Welty - Executive Director</b> 44 Twin Pines Lane, Durango, CO 81303/970-385-7932 2017 - SW Horizon Ranch Revision 1	\$349,271.30
<b>CRG Construction - Mark Pollock - Project Manager</b> P.O. Box 1160, Bayfield, CO 81122 970-884-7380 / mpollock@crgconstructioninc.com 2018 - Elevation Park at Hope Springs	\$300,293.19
<b>Nelco Contractors - Neil Frandsen - President</b> P.O. Box 282, Price, UT 84501/435-637-3495 2018 - Moab City 100 West Sewer Project	\$336,473.21
<b>Richardson Van Leeuwen Construction - Dennis Van Leeuwen - President</b> 510 South 600 East, Salt Lake City, UT 84102/801-355-6881 2016 - Moab Marriott Phase II Paving	\$381,872.85
<b>JITA Contracting - Joel Aguilar - President</b> 1140A Main Ave., Durango, CO 81301/970-375-7699 2020 - Mancos School Renovation Phase I	\$273,868.60
<b>Lance Excavating -Myron Lance - Project Manager</b> 121 N. 600 W., Heber City, UT 84032 435-654-3558 / lanceexcavating@gmail.com 2018 - Blanding City Sewer Project	\$253,435.81
<b>Blue Star Construction - Lloyd Davis - President</b> 1023 24 Road, Grand Junction, CO 81505/970-243-2308 2016 - Stage Coach Filing #4 2016 - Heritage Heights Filing 4,5,6 Earthwork	\$151,958.75 \$245,525.75
<b>Tri-Hurst Construction, Inc. - Joe Hurst - Chief Executive Officer</b> 377 West 300 South, Blanding, UT 84511 435-678-2766 2020 San Juan Bluff Elementary School	\$239,270.00
<b>K &amp; D Construction, Inc. - Kevin Hopkins - Project Manager</b> 507 Fruitvale Ct #1, Grand Junction, CO 81504/970-433-7533 2020 - Sewer Line Replacement Phase B	\$187,713.50
<b>Haselden Construction - Ashley Vesely - Preconstruction Manager</b> 1075 Broad Ripple Avenue, Suite 313, Indianapolis, IN 46220 303-751-1478 / Ashleyvesely@haselden.com 2020 - Red Sandstone Elementary Parking Garage	\$169,734.48
<b>View Gate Development LLC - Alan Melchior - President</b>	

2221 East 6200 South, Salt Lake City, UT 84121/801-232-8300 2020 - Wingate Moab	\$163,513.60
<b>Scott Contracting, Inc. - Abby Capwell</b> PO Box 1955, Orem, UT 84059 970-440-2172 / Acapwell@scottcontracting.com 2020 - Aspen Airport Interim Parking	\$156,333.76
<b>Hellas Construction - Jeana Sanchez</b> 12710 Research Blvd., Suite 240, Austin, TX 78759 512-250-2910 / jsanchez@hellasconstruction.com 2016 Grand Valley High School - Running Track	\$153,422.50
<b>Gould Construction Inc. - Mark Gould - President</b> PO Box 130, Glenwood Springs, CO 81602/970-945-7291 2020 - Castle Creek Trail Widening	\$140,680.96
<b>Facilities Contracting, Inc. - Cevin Brown - Project Manager</b> 981 South park Drive, Littleton, CO 80120/303-798-7111 2020 - Discount Tire - Hwy 6	\$139,229.60
<b>Trinity Construction - Wesley Coers</b> 86 S Tooele Blvd., Tooele, UT 84074/435-249-0003 2020 SWV & Sewer Improvement District	\$130,784.15
<b>Scott Green Excavating - Scott Green - President</b> 5572 Hwy 6, Gypsum, CO 970-524-7836 / sgegypsum@gmail.com 2020 - Mountain Gateway	\$122,795.50
<b>Dolores Water Conservancy District - Ken Curtis - General Manager</b> 60 South Cactus Street, Dolores, CO 81321/970-565-7562 2020 - Dolores Water Conservancy Parking Lot	\$120,989.80
<b>BHI, Inc. - Clint Spiers - Project Manager</b> 826 South 1500 East, Vernal, UT 84078/435-789-5252 2020 Maverick - Blanding	\$110,446.25
<b>Nunn Construction - Chris Schnurr - Project Manager</b> 925 Elkton Dive, Colorado Springs, CO 80907/719-599-7710 2020 - LPC Scheriffs Office Remodel	\$104,594.55
<b>Gouldings Lodge - Wayland LeFont</b> 1000 S. Main Street, Monument Valley, UT 84536 505-280-6334 / llnapaautoparts@yahoo.com 2020 - Monument Valley Gouldings Asphalt Maintenance 2019	\$102,516.76

**Northwind Portage - Ken Kiesel - Project Manager**

1425 Higham St., Idaho Falls, ID 83402/208-528-8718

2022 - Moab UMTRA Bench Paving Overlay

\$66,882.20

**Ralph L. Wadsworth Construction - Brandon Squire - President**

East 1400 South, Ste. 200, Draper, UT 84020/801-553-1661

2022 - CDOT 160 Wildlife Crossing

\$1,124,461.00

**FCI Constructors - Marc Litzen - 970-434-9093**

3070 I-70 B, Bldg. A, Grand Junction, CO 81504

2023 - Grand Junction High School

\$1,014,925.00



Proposed Equipment (Not Limited To)
Milling Equipment
Broom - Side Cast
1-ton Truck
Truck - Water
Skid Steer
Quad - 23 Ton Truck
Paver - 10'
Pick Up Machine
Misc. - Mill Head
Roller - 48-68" DD
Truck - Tack Distributor
Misc. Test Equipment
Grader - 140
Roadwidener
Misc - Compressor
Tandem 14 Ton Truck
Dump Truck



**COLORADO**  
Department of Transportation  
Office of the Chief Engineer

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Engineering Contracts Services  
2829 W. Howard Place, 3<sup>rd</sup> Floor  
Denver, CO 80204

## NOTIFICATION OF PREQUALIFICATION

April 11, 2024

Kilgore Companies, LLC DBA Elam Construction  
556 Struthers Avenue  
Grand Junction, CO 81501

Limit Amount: Unlimited  
Vendor ID: 1658

Reference is made to your application for registration as a qualified bidder on Colorado Highway work, dated April 11, 2024. Your file has been reviewed and determined to be complete. Based on the financial information and experience contained in your application, your firm is allowed to submit bids up to an unlimited amount.

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

This notice supersedes all previous notices. This prequalification will expire on 4/30/2025. You must file a new application 17 days prior to that time to remain current. It is the contractor's sole responsibility to obtain and file the necessary forms each year prior to expiration. Renewals can now be made online at <https://cdot.dbesystem.com>.

Regards,

Danielle Mire  
Technician IV

#11





The following are key individuals employed by Kilgore Companies, LLC dba Elam Construction, including their title and year of experience in all types of highways, airport municipal and various commercial construction activities.

Jason Cates	Assistant Controller	33 years
Todd Combs	Project Manager/Estimator	35 years
Chad Saunders	Construction Manager	27 years
Tom Micklewright	Quality Control Manager	35 years
Dolan Raby	Ready Mix Manager	31 years
Austin Williams	Project Manager/Estimator	33 years
Chuck Foutz	Construction Area Manager	29 years
John Mueller	Aggregate Manager	22 years
Ryan Holyoak	Area Manager	42 years

Item No.	Contract Item No.	Contract Item Description	Unit	Estimated Quantity	Unit Cost	Extended Cost
1	202-00246	Removal of Asphalt Mat (Planning/Special)	SY	820	Forty three dollars and ten cent	Thirty five thousand three hundred forty two dollars and zero cent
2	403-34741	Hot Mix Asphalt (PG 64-22)(SX75)	TON	6550	One hundred fourteen dollars and fifty cent	Seven hundred forty nine thousand nine hundred seventy five dollars and zero cent
3	304-06000	Aggregate Base Course (Class 6)	TON	250	One hundred twenty dollars and zero cent	Thirty thousand dollars and zero cent
4	210-04010	Adjust Manholes	EACH	8	One thousand three hundred fifty dollars and zero cent	Ten thousand eight hundred dollars and zero cent
5	210-04050	Adjust Valve Box	EACH	16	Sixty eight dollars and zero cent	One thousand eight hundred ninety dollars and zero cent
6	620-00020	Sanitary Facility	EACH	1	One thousand two hundred ninety dollars and zero cent	One thousand two hundred ninety dollars and zero cent
7	626-00000	Mobilization	LS	1	Twenty six thousand nine hundred eighty eight dollars and zero cent	Twenty six thousand nine hundred eighty eight dollars and zero cent
8	626-01000	Public Information Services	LS	1	Two thousand three hundred eighty dollars and zero cent	Two thousand three hundred eighty dollars and zero cent
9	629-01041	Survey Monument Box Adjustment	EACH	5	Two thousand six hundred eighty dollars and zero cent	Twelve thousand nine hundred dollars and zero cent
10	630-00012	Traffic Control Management	LS	1	Thirty eight thousand seven hundred thirty dollars and zero cent	Thirty eight thousand seven hundred thirty dollars and zero cent
11	700-70010	F/A Minor Contract Revisions	LS	1	One hundred thousand dollars and zero cent	One hundred thousand dollars and zero cent
					<b>Total Cost</b>	<b>Nine hundred thousand ninety-nine thousand five hundred ten dollars and zero cent</b>

## ADVERTISEMENT FOR BIDS

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The County of Mesa, Colorado, will receive sealed bids for the Mesa County 2024 Overlay IFB-24-03043-Overlay at the Mesa County Public Works Department, 200 South Spruce, Grand Junction, Colorado, until 10:00 AM on May 1, 2024. All bids will be publicly opened and read aloud at the Mesa County Public Works Department, at 200 South Spruce, Grand Junction, CO 81501 at 10:00 AM on May 1, 2024.

The project consists of the replacement of Hot Mix Asphalt in various locations throughout Mesa County, Colorado. The project consists of 3.3 miles of asphalt overlay in Loma and Redlands areas.

This IFB is available starting Monday 4/15/2024, by going to the following web page: <http://www.mesacounty.us/publicworks/bids/>

Mesa County, in an effort to expedite the bidding process, will be using the web page as a method of getting all pertinent information out on Transportation Capital Projects. All necessary documents including bids sets, specifications, addendum and any additional information will be placed on the web page. These documents will be under the specific project name. It shall be the responsibility of all firms and contractors to check the web page and download the appropriate documents including all addendums. No notice will be sent informing contractors and firms that there is new information or addendums. This is the responsibility of the individual firms and/or contractors. Any questions or problems with the web page should be directed to Pam Hawkins at 970-244-1765. Bidders are encouraged to do a site visit before the bid.

The Contract will be awarded to the lowest qualified bidder, as determined by the statement of qualifications and the bid, which is deemed to be in the best interest of the County. The County reserves the right to accept the bid or any portion of the bid by a competent bidder that will result in the lowest cost to the County. The County reserves the right to accept or reject any portion or all bids without disclosing the reason therefore.

BIDDER shall submit documentation of pre-qualification meeting the requirements included in the project specifications or as follows: For transportation projects, BIDDER shall submit documentation showing they are Colorado Department of Transportation (CDOT) pre-qualified in the Discipline of General Construction work (CDOT Work Code #01). Such pre-qualification shall be in a dollar amount equal to or exceeding the dollar value of the submitted bid. Documentation of pre-qualification will be required to be submitted with the bid. Bids from BIDDERS that do not meet the pre-qualifications requirements **MAY BE CONSIDERED A NON-RESPONSIVE BID.**

A Certified Check or Bank Draft on a responsible bank, or a satisfactory Bid Bond executed by the bidder and a recognized Colorado Licensed Surety Company payable to Mesa County, in an amount equal to five percent (5%) of the total bid, shall be submitted with each bid as security that the bidder to whom the contract may be awarded will enter into a contract in accordance with this notice, and give bond as hereinafter provided.

No bids may be withdrawn after the opening of bids, without consent of Mesa County, for a period of sixty (60) days after the scheduled time of opening of bids. The successful bidder or bidders will be required to furnish satisfactory performance bonds equal to the full amount of each bid or bid.

All bids must be submitted in writing on the forms provided, and must be signed by the bidder or his duly authorized agent.

Published April 14 and April 17, 2024

## INSTRUCTIONS TO BIDDERS

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### 1. TERMINOLOGY

- 1.1 The COUNTY is the County of Mesa, Colorado; County Commissioners Cody Davis, Bobbie Daniel, and Janet Rowland, or designated representative.
- 1.2 The COUNTY'S DESIGNATED REPRESENTATIVE is Laura Page, P.O. Box 20,000 Grand Junction, CO 81502, 970-255-5031.
- 1.3 The CONTRACT ADMINISTRATOR is KC Selleck, P.O. Box 20,000, Grand Junction, CO 81502, 970.244.1812, [kc.selleck@mesacounty.us](mailto:kc.selleck@mesacounty.us)
- 1.4 Terms used in the Instructions to BIDDERS shall have the meanings assigned to them in the Mesa County General Contract Conditions.

### 2. BID PERIOD AND OPENING

- 2.1 BIDS will be received by the COUNTY at 200 South Spruce Street, Grand Junction, Colorado until May 1, 2024. BIDS will be opened and read publicly at 10:00 AM on May 1, 2024 at Mesa County Central Services Building at 200 South Spruce Street, Grand Junction, Colorado. Bidders need to wait in the lobby and will be escorted to the appropriate conference room.

### 3. PROJECT EVALUATION

- 3.1 The COUNTY is now making all bidding documents available on the following web page: <http://www.mesacounty.us/publicworks/bids/> All necessary documents including bid sets, specifications, addendum and any additional information provided will be placed on the web page under the specific project name. It shall be the responsibility of all firms and contractors to check the web page and download the appropriate documents including all addendums. No notice will be sent informing contractor's and firms that there is new information or addendums. This is the responsibility of the individual firms and/or contractors.
- 3.2 The COUNTY assumes no responsibility for the accuracy of project information (Plans and Specifications) obtained from outside sources (Plan Rooms) other than the COUNTY. Be aware, if the BIDDER chooses to pick plans and specification from a Plans Room rather than signing up with the COUNTY, they may not be included in all Addenda, which could result in having a non-responsive BID.
- 3.3 BIDDERS must satisfy themselves as to the accuracy of the estimated quantities in the BID SCHEDULE by examination of the site and a review of the drawings and specifications including Addenda. After BIDS have been submitted, the

time, and the authority that COUNTY and ENGINEER will exercise over the CONTRACT during its tenure.

- 3.11 If a bidder discovers an apparent error or omission in the proposal form, estimated quantities, plan, or specifications, the bidder shall immediately notify the ENGINEER to enable COUNTY to make any necessary revisions. COUNTY may consider it to be detrimental to the COUNTY for a bidder to submit an obviously unbalanced unit bid price.
- 3.12 Boring logs, utility mapping, and other records of subsurface investigations, if they exist, are available for inspection by bidders. These logs and records are made available so that all BIDDERS have access to identical subsurface information that is available to COUNTY. These items are not intended as a substitute for personal investigation, interpretation, and judgment of the BIDDERS.

The COUNTY does not warrant the adequacy of boring logs, utility mapping, and other records of subsurface investigations, and such information is not considered to be a part of the Contract. When a log of test borings is included in the subsurface investigation record, the data shown in the individual log of each test boring applies only to that particular boring and is not intended to be conclusive as to the character of any material between or around test borings. When utility mapping is included, the information shown will be identified as Quality Level A/B/C/D in accordance with the most recent version of the ASCE Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (CI/ASCE 38-02). Utility location depictions are only valid at the time of collection and it is the Contractor's sole responsibility to verify all utility locations prior to beginning the work. If BIDDERS use this information in preparing a proposal, it is used at their own risk, and BIDDERS are responsible for all conclusions, deductions, and inferences drawn from such information.

Bidders may conduct subsurface investigations at the project site at bidder's expense. The COUNTY will afford them this opportunity prior to public opening of proposals.

- 3.13 Bidders are encouraged to do a site visit before the pre-bid.

#### 4. SUBSTITUTION OR APPROVAL OF ALTERNATIVE MATERIALS

- 4.1 To obtain approval during the BID period to use unspecified, "or equal", or "as approved" materials, BIDDERS shall submit written requests at least 7 days prior to BID opening. Requests received later than this time will be considered at the discretion of the ENGINEER. Requests shall clearly describe the product for which approval is asked, including all necessary data to demonstrate its

acceptability. The ENGINEER will make recommendations on acceptability and an Addendum will be issued if the product is acceptable.

## 5. BID FORMAT

- 5.1 Each BID must be submitted in a sealed envelope addressed to Mesa County Public Works Department, 200 South Spruce Street, Grand Junction, Colorado 81502-5036, Attn: KC Selleck, Response to Bid IFB-24-03043-OVERLAY
- 5.2 All BIDS must be made on the BID form included in the CONTRACT DOCUMENTS. All blank space for BID prices must be filled out in ink or typewritten, and the BID form must be completed in its entirety. Only one copy of the BID form is required.
- 5.3 The BIDDER shall supply the names and addresses of major material suppliers and SUBCONTRACTORS on the BID forms where requested.
- 5.4 The full name, business address, zip code and business telephone number with the area code of the individual, partnership, joint venture, or corporation submitting the bid shall be legibly printed on the BID forms. The BIDDER shall sign the form with his usual signature.
- 5.5 A partner shall sign for the partnership. The names of all partners with addresses shall be given.
- 5.6 An officer shall sign for a corporation, the corporate existence shall be attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.
- 5.7 Any signature other than that of a corporate officer, partner, or the BIDDERS legally authorized agent or representative will be accepted only if an authenticated power of attorney is attached to the BID forms. All signatures shall be handwritten with the name printed or typewritten below the signature.
- 5.8 The BIDDER shall state for each item on the BID form the unit price and item total or lump sum in clearly legible figures. Prices shall be represented on the BID form with both numerals and words in the spaces provided for each. In case of conflict, words will take precedence.
- 5.9 The BID shall contain the Statement of Bidders Qualifications by Contractor. No Notice of Award shall be given until these documents are completed and signed.
- 5.10 BIDDER shall submit documentation of Colorado Department of Transportation (CDOT) pre-qualified in the Discipline of General Construction Work (CDOT Work Code #01). Such pre-qualification shall be in a dollar amount equal to or exceeding the dollar value of the submitted bid. Documentation of pre-

qualification will be required to be submitted with the bid. Bids from BIDDERS that are not listed on the CDOT pre-qualified Contractor Listing above **MAY BE CONSIDERED A NON-RESPONSIVE BID.**

5.11 The BID shall contain acknowledgment of receipt of all Addenda in the space provided in the BID forms.

## 6. BONDS

6.1 Each BID must be accompanied by a BID BOND payable to the COUNTY for five percent of the total amount of the BID. As soon as the BID prices have been evaluated and a CONTRACT has been approved, the COUNTY will return the Bonds to the remaining unsuccessful BIDDERS. The BID BOND of the successful BIDDER will be returned after the PERFORMANCE, PAYMENT and MAINTENANCE BOND has been executed and approved. A certified check may be used in lieu of a BID BOND.

6.2 A PERFORMANCE BOND and a PAYMENT AND MAINTENANCE BOND, each in the amount as specified in the Contract, Article 7, with a corporate surety approved by the COUNTY, will be required for the faithful performance of the CONTRACT.

6.3 Attorneys-in-fact who sign BID BONDS, or PERFORMANCE, PAYMENT and MAINTENANCE BOND must file with each BOND a certified and effective dated copy of their power of attorney.

## 7. EVALUATION OF BIDS

7.1 Any BID may be withdrawn prior to the BID opening. Any BID received after the time and date specified for the BID opening shall not be considered. No BIDDER may withdraw a BID within 60 days after the BID opening. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time within which the BID shall remain valid may be extended by mutual agreement between the COUNTY and the BIDDER. The COUNTY proposes to award a CONTRACT to a single successful BIDDER as soon as possible after BIDS have been opened.

The COUNTY, or the COUNTYS Representative, may make such investigations, as he deems necessary to determine the ability of the BIDDER to perform the WORK. The BIDDER shall furnish the COUNTY with all such information and data for this purpose as the COUNTY may request. The COUNTY reserves the right to reject any portion of a BID or the entire BID if, based on submitted evidence or the COUNTYS investigation, said BIDDER fails to satisfy the COUNTY that he is properly qualified to carry out the obligations of the CONTRACT and to complete the WORK as presented by the CONTRACT

BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or the nature of the WORK to be done.

- 3.4 The COUNTY shall provide to BIDDERS, prior to bidding, all information pertinent to, or that delineates and describes the land owned and rights of way acquired or to be acquired.
- 3.5 The CONTRACT DOCUMENTS contain the provisions required for the performance of the Project. Information obtained from an officer, agent, or employee of COUNTY or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the CONTRACT.
- 3.6 All applicable laws, ordinances, and rules or regulations of all authorities having jurisdiction over performance of the project shall apply to the WORK described by the CONTRACT DOCUMENTS. The BIDDER shall be responsible for compliance with these statutes.
- 3.7 Each BIDDER is responsible for inspection of the site, the reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of a BIDDER to do any of the foregoing shall in no way relieve a BIDDER of obligations with respect to the BID.
- 3.8 Command type sentences are used in the CONTRACT DOCUMENTS. These refer to and are directed to the CONTRACTOR.
- 3.9 Questions regarding documents, discrepancies, omissions, or intent of the specifications or drawings on a technical level shall be communicated in writing to the ENGINEER, Laura Page, 970-255-5031, [laura.page@mesacounty.us](mailto:laura.page@mesacounty.us) during business hours 8:00 a.m. to 5:00 p.m. Monday through Friday at least 7 days prior to the BID opening to provide time to issue an Addendum. Addenda will be issued, if in the opinion of COUNTY and ENGINEER, it is necessary. COUNTY and ENGINEER will not be responsible for oral interpretations of the specifications and drawings. All other questions, especially as they pertain to the CONTRACT shall be communicated in writing to the CONTRACT ADMINISTRATOR, KC Selleck, 970.244.1812, [kc.selleck@mesacounty.us](mailto:kc.selleck@mesacounty.us) during business hours 8:00 a.m. to 5:00 p.m. Monday through Friday at least 7 days prior to the BID opening to provide time to issue an Addendum.
- 3.10 The BIDDER shall carefully examine the site of the WORK, the drawings, and the specifications. The submission of a BID will be conclusive evidence that the BIDDER has investigated and is satisfied as to the conditions to be encountered, with respect to character, quality, and quantity of WORK to be performed. Submission of a BID will also be seen as evidence of the BIDDER'S understanding of the materials required for completion of the WORK, completion



DOCUMENTS. The COUNTY reserves the right to reject any portion or the entire complete bids without disclosing the reason therefore.

The COUNTY reserves the right to disqualify any BIDDER who is not in good standing with Mesa County. Items that constitute “not in good standing” can include, but not limited to, lack of insurance, lack of performance on prior projects, or un-completed work.

7.2 BIDS will be considered irregular and may be rejected for any of the following reasons:

7.3.1 – If the BID is on a form other than that prescribed by the COUNTY, or if the form is altered or any part thereof is detached, or if the form does not contain original signatures.

7.3.2 – If there are unauthorized additions, conditional or alternative proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous. A Conditional or Qualified BID will not be accepted.

7.3.3 – If the bidder fails to acknowledge in the proposal the receipt of all revisions current on the date of opening of proposals.

7.3.4 - In case of errors or uncertainty in pricing of any item, or if such pricing is omitted, then either unit prices or total price for the same item may be used, at the COUNTY'S discretion, to arrive at a total project BID cost. If the COUNTY is unable to resolve ambiguities with respect to BID prices, the BID may be disregarded.

7.3.5 – If the COUNTY determines that any unit bid prices are materially unbalanced to the potential detriment of the COUNTY.

7.3.6 – If the Contractor submitting the bid is affiliated with another bidder that has submitted a bid on the same project.

The COUNTY reserves the right to reject any or all bids, to waive technicalities or to advertise for new bids, if in the judgement of the COUNTY its best interests will be promoted therein.

7.3 All BIDDERS should be aware of Mesa County Purchasing Policy section 5.9 titled “Bid Preference for Mesa County Resident Bidder”. Complete Mesa County Purchasing Policies can be obtained by visiting the County web page: <http://www.mesacounty.us/purchasing/>.

8. NOTICE OF AWARD

8.1 The COUNTY shall issue a Notice of Award along with the necessary CONTRACT and BOND forms to the lowest acceptable BIDDER that will result in completion of the WORK within the time allotted by the CONTRACT DOCUMENTS.

9. EXECUTION OF CONTRACT

9.1 The BIDDER, to whom the CONTRACT is awarded, will be required to execute the CONTRACT and obtain a PERFORMANCE, PAYMENT AND MAINTENANCE BOND and furnish INSURANCE CERTIFICATES within 10 calendar days from the date when the Notice of Award is delivered to the BIDDER. In case of failure of the BIDDER to execute the CONTRACT or provide the required bond and insurance certificates the COUNTY may consider the BIDDER in default, and the BID BOND accompanying the bid shall become the property of the COUNTY.

9.2 The COUNTY, within 20 calendar days of receipt of acceptable PERFORMANCE, PAYMENT AND MAINTENANCE BOND, INSURANCE CERTIFICATES and CONTRACT signed by the BIDDER to whom the CONTRACT was awarded, shall sign the Agreement and return to said BIDDER an executed duplicate of the CONTRACT. Should the COUNTY not execute the CONTRACT within such period, the BIDDER may by written notice withdraw his signed CONTRACT. Such notice of withdrawal shall be effective upon receipt of the notice by the COUNTY.

10. PRICES AND PAYMENTS

10.1 The quantities and portions of the WORK listed in the BIDDING SCHEDULE for which unit prices are asked, have been selected by the COUNTY as the method of payment for the entire PROJECT as outlined in the drawings and described in the Specifications. Payments of these unit prices will be in full for the completed WORK and will cover materials, supplies, labor, tools, equipment and all other expenditures necessary to satisfactory compliance with the CONTRACT, unless specifically otherwise provided.

**NOTICE TO PROCEED**

---

To:

Date:

Project:

You are hereby notified to commence the Work in accordance with the Contract dated \_\_\_\_\_, on or before \_\_\_\_\_, with Substantial Completion within, or by, \_\_\_\_\_ in accordance with the contract time as specified in Article 4 of the Agreement.

**By:**

**Title:**

**Address:** P.O. Box 20,000  
200 South Spruce Street  
Grand Junction, Colorado 81502-5013

**Telephone:** (970) 244-1686

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By \_\_\_\_\_

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

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

Telephone: \_\_\_\_\_

# FIELD ORDER

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FIELD ORDER NO: \_\_\_\_\_

DATED: \_\_\_\_\_

Project:

IFB Number:

Contractor:

Attention:

**You are directed to make the changes as defined below and on any attached pages.**

**Description of Required Changes:**

**Reason for changes:**

Changes Ordered By: \_\_\_\_\_  
Mesa County Engineering, Construction Manager

Dated: \_\_\_\_\_, 20\_\_

Changes Accepted By: \_\_\_\_\_  
Contractor or Authorized Representative

Dated: \_\_\_\_\_, 20\_\_

# **CHANGE ORDER**

---

**CHANGE ORDER NO. \_\_\_**

Date:  
Project:  
IFB:  
Contractor:  
Contract Date:  
Attn:

You are directed to make the changes noted below in the subject Contract:

**NATURE OF CHANGES:**

**REASON FOR CHANGES:**

**These changes result in the following adjustment of Contract Price and Contract Time:**

Contract Price (Decrease/Increase): \$

Contract Time (Decrease/Increase):

**The Above Changes are Approved by Mesa County Public Works:**

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

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

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

# CHANGE ORDER

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The foregoing Change Order No. \_\_ is satisfactory and is hereby accepted. In accepting this Change Order No. \_\_, the Contractor acknowledges that he has no unsatisfied claim against the County arising out of or resulting from this Order, and the Contractor hereby releases and discharges the County from any and all claims or demands whatsoever arising out of or resulting from this Order.

**The Above Changes are Accepted:**

Contractor: \_\_\_\_\_

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

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

### SUMMARY OF CHANGE ORDERS

These Change Orders to date have resulted in the following adjustment of Contract Price and Contract Time:

Original Contract Price: \$

Original Contract Time:

Change Order No.	Date	Amount (+ or-)	Time (+ or -)
Net Change of ALL Change Orders (+ or -)			
Net Change this Change Order (+ or -)			
New Contract Price and/or Time			

# APPLICATION FOR PAYMENT

Number <x>

To: Mesa County

Project:

Contractor:

Contract Date:

IFB:

For Work Accomplished Through:

## FOR CONTRACTORS SCHEDULE OF WORK (See Attached Sheets)

Original Contract Amount:	\$
Net Change Orders:	\$
Contract Sum to Date:	\$
Pay Application #1:	\$
Pay Application #2:	\$
Pay Application #3:	\$
Pay Application #4:	\$
<b>Total Completed &amp; Stored to Date:</b>	<b>\$</b>
Less 5% Retainage 1 <sup>st</sup> Pay App:	\$
Less 5% Retainage 2 <sup>nd</sup> Pay App:	\$
Less 5% Retainage 3 <sup>rd</sup> Pay App:	\$
Less 5% Retainage 4 <sup>th</sup> Pay App:	\$
<b>Total Retainage to Date:</b>	<b>\$</b>
<b>Total Earned to Date Less Retainage:</b>	<b>\$</b>
Less Previous Payments:	\$
<b>Amount Due this Application:</b>	<b>\$</b>

### CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from County on account of Work done under the Contract referred to above have applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment will pass to County at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to County).

Dated: \_\_\_\_\_, 20 \_\_\_\_

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

Engineer and/or County REPRESENTATIVE Recommendation:

This Application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Construction Inspector or Manager

Approved for Payment.

Date: \_\_\_\_\_, 20\_\_  
**Mesa County Engineering Division**

By: \_\_\_\_\_  
Construction Group Manager or Engineering Director

SAMPLE



## **CERTIFICATE OF SUBSTANTIAL COMPLETION**

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Project:

IFB Number:

Contractor: \_\_\_\_\_

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

This Certificate of Substantial Completion applies to Work under the Contract Documents:

Between:                    MESA COUNTY

And To: \_\_\_\_\_  
                 Contractor

The Work to which the Certificate applies has been inspected by authorized representatives of County, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on:

\_\_\_\_\_  
Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. When this Certificate applies to a specified part of the Work the items in the tentative list shall be completed or corrected by CONTRACTOR within 30 days of the above date of Substantial Completion.

Per Mesa County General Contract Conditions, Item 57. Acceptance, the following are required prior to final payment:

- A letter signed by the contractor certifying that all material incorporated into the project met or exceeded project requirements/specifications.
  
- A letter signed and stamped by a professional engineer in the State of Colorado certifying that all the required materials testing was completed as per testing schedule and that all material incorporated into the project met minimum standards.
  
- The as built markup plan set submitted and stamped by a PLS licensed in the State of Colorado.

The Date of Substantial Completion is the date upon which all guarantees and warranties begin.

The responsibilities between County and CONTRACTOR for security, operation, safety, maintenance, and insurance shall be in accordance with Contract Documents.

The following documents are attached to and made a part of this Certificate:

\_\_\_\_\_  
\_\_\_\_\_

Executed by County's REPRESENTATIVE on \_\_\_\_\_

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

The CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_

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

SAMPLE

**LIEN WAIVER**

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\$ \_\_\_\_\_, Colo., Date: \_\_\_\_\_

**Received of** \_\_\_\_\_

being the sum of \_\_\_\_\_ Dollars,

being (check one)  partial payment  full payment of all demands for labor, services,  
machinery, tools, equipment, laborers or materials heretofore furnished to \_\_\_\_\_

\_\_\_\_\_ in connection with Mesa County

Project \_\_\_\_\_ located in the County of Mesa, State of Colorado, and in

consideration of the aforesaid payment the undersigned hereby waive, relinquish and absolutely  
release forever, all right to claim a mechanic's lien against the above described property which  
might accrue under the laws of the State of Colorado by virtue of the aforesaid work done,  
laborers or material furnished prior to \_\_\_\_\_ (date).

The undersigned hereby swears and affirms that this instrument is signed under no  
constraint as a free and voluntary act, and that the undersigned is authorized to release the above-  
reference claim on behalf of sub-contractor \_\_\_\_\_.

\_\_\_\_\_  
Sub-Contractor

State of \_\_\_\_\_)

ss.

County of \_\_\_\_\_)

Being duly sworn states that he/she is \_\_\_\_\_ of

(Sub-Contractor) \_\_\_\_\_ and that the all statements herein contained are  
true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(seal)

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Contractor

State of \_\_\_\_\_)

ss.

County of \_\_\_\_\_)

Being duly sworn states that he/she is \_\_\_\_\_ of

(Contractor) \_\_\_\_\_ and that all statements herein contained are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

(seal)

My Commission Expires \_\_\_\_\_

## **PROJECT SPECIAL PROVISIONS MESA COUNTY 2024 OVERLAY**

The Mesa County Standard Construction Specifications, December 2023, which supplement and modify the 2023 Colorado Department of Transportation Standard Specifications for Road and Bridge Construction, controls construction of this project. The following Project Special Provisions supplement or modify the Standard Construction Specifications and take precedence over the Standard Construction Specifications and plans. If a bid item is not included in the quantities, then work is considered incidental overall to the project.

Mesa County Standard Specifications have not been printed but are available online at: <https://www.mesacounty.us/publicworks/engineering/>

CDOT Standard Specifications have not been printed but are available on line <https://www.codot.gov/business/designsupport/cdot-construction-specifications/2023-construction-specifications>

### Project Special Provisions Section

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#### Special Conditions

- Project Description
- Commencement and Completion
- Scheduling/Sequencing Requirements
- Project Management
- Project Meetings
- Permits
- Protecting and Relocating Utilities
- Public Information Services
- Force Account

Revision of Section 202 – Removal of Structures and Obstructions

Revision of Section 210 – Reset Structures

Revision of Section 304 – Aggregate Base Course

Revision of Section 401 – Plant Mix Pavements – General

## SPECIAL CONDITIONS

1. **PROJECT DESCRIPTION** - The project consists of the replacement of Hot Mix Asphalt in various locations throughout Mesa County, Colorado. Three miles as shown on the Mesa County 2024 Overlay Bid Sheets.
2. **COMMENCEMENT AND COMPLETION** – The Contractor shall commence work under the Contract on or before the 10<sup>th</sup> day following the issuance of the “Notice to Proceed”, unless such time for beginning the work is changed by the Construction Manager. The Contractor shall complete all work with 40 working days in accordance with the “Notice to Proceed.”
3. **SCHEDULING/SEQUENCING REQUIREMENTS** – The Contractor shall phase all work to minimize impacts to traffic and neighboring properties. The Contractor shall complete all work which affects any mode of traffic in a timely manner, and maintain access to the adjacent residences and the maintenance roads to the Redlands canal system. The Contractor shall work diligently from the time an existing area is first disturbed to completion.

In accordance with subsection **Schedules** of the General Contract Conditions, salient features to be shown on the Contractor's Progress Schedule are:

- (1) Notice to Proceed
- (2) Mobilization
- (3) Submittals
- (4) Asphalt Removal
- (5) Hot mix Asphalt
- (6) Adjust Structures
- (7) Shouldering
- (8) Site Restoration and Cleaning
- (9) Punch List

4. **PROJECT MANAGEMENT** - The Construction Manager responsible for the administration of the construction for the Project is Rob Hale, who can be reached at (970) 244-1772. After award of the contract, all project notices, letters, submittals, and other communications directed to the Construction Manager shall be emailed to robert.hale@mesacounty.us or addressed and mailed or delivered to:

Robert Hale  
Mesa County Public Works  
200 South Spruce St.  
Grand Junction, CO 81501

5. **PROJECT MEETINGS** – Unless otherwise agreed to by the Construction Manager, Contractor will be required to attend and conduct weekly project meetings either at the job site or at the County offices. Contractor will coordinate attendance of any subcontractors scheduled to be involved in the work within the coming weeks along with any utilities or other companies or personnel. At the project meeting, Contractor will be required to submit an updated weekly planning schedule in accordance with subsection **Schedules** of the General Contract Conditions.
6. **PERMITS** – It is the responsibility of the contractor to abide by all applicable Federal, State and Local permits and codes in accordance with subsection **Permits, Licenses, and Taxes** of the General

Contract Conditions. The contractor shall thoroughly acquaint himself with the details of each before beginning work. The following permits may be necessary depending upon construction means and methods and shall be secured by the contractor prior to construction, if necessary:

- a. Mesa County Surface Alteration Permit
8. **PROTECTING AND RELOCATING UTILITIES** - The work described in these plans and specifications requires coordination between the Contractor and the utility companies in conducting their respective operations as necessary to complete the work with minimum delay to the project and all parties concerned in accordance with subsection **Protecting and Relocating Utilities** of the General Contract Conditions.

Known utilities within the limits of this project are:

City of Grand Junction  
Ute Water  
Grand Valley Power  
Excel Energy  
Lumen/ Century Link  
Redlands Power and Water

The Contractor shall keep each utility company advised of any work being done near its facility. The Contractor shall be required to meet with each utility owner impacted by the work in advance of any construction operations to coordinate required utility work with the construction activity. Coordination with utility owners includes, but is not limited to, providing and periodically updating an accurate construction schedule that includes all utility work elements. Surveying and/or staking of utility relocations to be performed by the utility owner shall be the responsibility of the utility owner.

The Contractor shall provide traffic control and stormwater control for any utility work expected to be coordinated with construction operations as directed by the Engineer. However, traffic control and stormwater control for utility work outside of typical project work hours or outside of project limits shall be the responsibility of the utility owner. The Contractor shall be compensated for traffic control and stormwater control as per the bid items for traffic control as established on this project.

All costs incidental to the foregoing requirements will not be paid for separately but shall be included in the work.

9. **PUBLIC INFORMATION SERVICES.** The Contractor shall provide the following public information services on an ongoing basis throughout the duration of the project:

At the preconstruction conference the Contractor shall designate a Public Information Manager (PIM) for the project. The PIM shall be available on every working day, on call at all times, and available upon the Construction Manager's request at other than normal working hours.

The Contractor shall establish a local Public Information Office equipped with a telephone and an answering machine. The public information office may be located within the Contractor's regular office provided that the telephone line is a local call line. A cellular phone line is acceptable. The answering machine shall provide an updated message each week concerning the forthcoming activities on the project and shall give the public information office hours and allow the recording of a message from the caller. The PIM shall check the answering machine at least twice a day. The PIM shall respond to questions concerning project activities and schedules, participate in and document

meetings held with affected individuals, and maintain ongoing communication with businesses directly impacted by construction.

In coordination with Mesa County Engineering, the PIM shall notify media outlets via a press release as well as prepare and distribute fliers to Mesa County, Grand Valley School District #51, Mesa County Sheriff, Grand Junction Police (if within city limits), applicable Fire District, trash collection services, U.S. Postal Service and the residents within ½ mile radius of the project (or as directed by the Construction Manager) one week prior to beginning construction and for each major project activity or traffic restriction change. The flier shall be printed on brightly colored paper and shall discuss the following:

1. Description of the project’s ongoing work,
2. The anticipated completion date and the schedule for the forthcoming month,
3. Information about any road closures, detours, parking restrictions and other activities that may cause on inconvenience to the public or residents,
4. Scheduled or planned interruption changes in any utility services, trash pickup, mail delivery or other services.

The flier shall provide the name of the Contractor’s contact person and the telephone number and office hours of the Public Information Office. Fliers, and media releases, shall be provided to Mesa County for review 7 calendar days prior to distribution.

In accordance with subsection **Maintaining Traffic** of the General Contract Conditions, the Contractor shall also notify residents at least twenty-four (24) hours in advance of proposed Work that may block entrances or otherwise cause undue difficulty to occupants of property affected and shall restore such entrances to usable condition as soon as possible. Notices may be verbal or in written form.

The Contractor shall maintain a logbook of citizen and business contacts, including names, addresses, phone numbers, and subsequent action taken during construction and shall provide the Construction Manager a copy each week. All inquiries and complaints shall be followed up with either a return phone call, or a meeting, as warranted.

The Construction Manager will monitor the PIM and all public information services. When the Contractor provides acceptable public information services in accordance with these specifications, partial payments for the pay item Public Information Services will be made as the work progresses. Failure to provide acceptable public information services will result in withholding of payment for this item. These partial payments will be made at the same ratio as partial payments for mobilization.

Payment for Public Information Services will be full compensation for all fliers, public information office, telephone lines, and all other labor and materials required to complete the item, except signs. Signs will be measured and paid for in accordance with Section 630.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Public Information Services	Lump Sum

10. **FORCE ACCOUNT** – Mesa County's estimate for Force Account items shall be included in the Contract and in the Proposal. Force Account work shall be performed as directed by the Construction



Manager. Force Account work may only be performed after a Field Order has been signed and executed.

Payment will be made in accordance with Section **VII. CHANGES IN WORK OR CONTRACT PRICE** of the General Contract Conditions. Payment will constitute full compensation for all work necessary to complete the item.

Payment will be made under the following pay item:

<b>Pay Item</b>	<b>Unit</b>	<b>Estimated Amount</b>
Force Account	Lump Sum	\$100,000.00

**REVISION OF SECTION 202  
REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

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

**202.09 Removal of Asphalt Mat (Planing).**

Add the following:

The County will retain all Reclaimed Asphalt Pavement (RAP) millings removed from the existing asphalt mat on this project. For this project, the RAP millings shall be delivered and stockpiled at the following location:

Asphalt mat removed by planing shall remain the property of the County and shall be transported by the Contractor to the main shop for the district the work is performed in:

District A		District B
Fruita Shop	or	Whitewater Shop
916 19.50 Rd		971 Coffman Rd
Fruita, CO		Whitewater, CO

**202.11 Method of Measurement.**

Add the following:

The disposal and hauling of the RAP millings to other locations, or its use on the project or at other locations, will not be measured and paid for separately, but shall be included in the work.

## **SECTION 210 RESET STRUCTURES**

Section 210 of the Standard Specifications are hereby revised for this project as follows:

### **210.10 Adjust Structure.**

Delete the third sentence of the paragraph and add the following:

Structures in the traveled roadway, including manhole covers, shall be adjusted to a tolerance of 1/8 inch to 1/4" below the paved surface of the roadway. Final adjustment of all utility access points shall be completed within seven days from the time the finished roadway surface is completed.

The Contractor shall replace all manhole rims, lids, and valve box sections damaged or misplaced during construction with new materials complying with the requirements of the Utility's specifications.

Manhole rings and covers shall be temporarily replaced with a round steel plate prior to paving with asphalt. The Contractor can elect to pave over manhole covers with the use of a sand or paper separation to prevent asphalt from adhering to the cover. After paving, the manhole ring and cover shall then be reset to match the pavement surface using concrete or cast-iron grade rings. The Contractor will not be allowed to cut the manhole rings to fit existing manhole covers. The Contractor shall use an appropriately sized paving ring in all cases. The manhole ring shall be set to final pitch and elevation using shims or other approved method and any spaces shall be filled with quick set grout with a compressive strength of 3000 psi in 1 hour. The roadway pavement around the manhole shall be patched by placing and compacting hot mix asphalt matching the project specified mix in 2-inch layers to the same thickness as the adjacent pavement.

Water 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. The valve box shall be set so that it is plumb over the operating nut of the valve. The roadway pavement around the valve box shall be patched by placing and compacting hot mix asphalt matching the project specified mix in 2 inch layers to the same thickness as the adjacent pavement.

At locations where a water-valve style box encloses a survey monument, the contractor shall supply a riser and adjust the valve box to grade using the same procedure as described above for water valve boxes. At locations where a survey monument is present and but no box or vault is in place, the Owner will supply an appropriate survey monument box. The contractor shall install the box in a manner that does not disturb or destroy the survey monument and the rim and lid are flush with the finished grade.

### **210.12 Method of Measurement.**

Add the following:

Adjust Structure items to be paid on an "each" basis and includes all work required to move structure, lower each manhole or valve box to below the surface during different phases and then adjusted each manhole or valve box up to final grade after paving operations are complete, cleaned, and accepted.

Reset Survey Monument item to be paid on an "each" and includes all work required to lower each box to below the surface during different phases and then adjusted each box up to final grade after paving operations are complete, cleaned, and accepted.

**210.13 Basis of Payment**

Add the following:

<b>Pay Item</b>	<b>Pay Unit</b>
Reset Survey Monument Box	Each
Adjust Manhole	Each
Adjust Valve Box	Each

**REVISION OF SECTION 304  
AGGREGATE BASE COURSE**

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

**304.02 Materials.**

Add the following:

Materials for the base course shall be Aggregate Base Course (Class 6) as shown in subsection 703.03 and in Table 703-2 below.

**Table 703-2  
CLASSIFICATION FOR AGGREGATE BASE COURSE**

Sieve Size	Mass Percent Passing Square Mesh Sieves						
	LL not greater than 35			LL not greater than 30			
	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6	Class 7
150mm (6")			100				
100mm (4")		100					
75mm (3")		95-100					
60mm (2 1/2")	100						
50mm (2")	95-100			100			
37.5mm (1.5")				90-100	100		
25mm (1")					95-100	100	100
19mm (3/4")				50-90		95-100	
4.75mm (#4)	30-65			30-50	30-70	30-65	
2.36mm (#8)						25-55	20-85
75 μm (#200)	3-15	3-15	20 max	3-12	3-15	3-12	5-15
NOTE: Class 3 material shall consist of bank or pit run material.							

**304.04 Placing.**

Add the following:

Shouldering gravel shall not be dumped on asphalt pavement and bladed to the shoulders. The gravel shall be dumped directly on the shoulders by side dump equipment or other methods approved by the Engineer.

The Contractor shall test shoulder gravel compaction by proof-rolling. If the compaction fails to meet the specifications of this Contract, the County may require further compaction to meet the requirements of this Contract at no additional charge to the County. At any time, the County may request additional testing at the Contractor's expense.

**304.07 Method of Measurement.**

Add the following:

Payment for Class 6 material shall be by the ton and will be made only for the actual quantities constructed in accordance with the plan dimensions. All excess material placed on the project will be at the Contractor's expense. The Contractor shall furnish a certified weight ticket to the Construction Manager for each load of aggregate base course delivered when it arrives at the project site for use in the construction section. Payment shall include hauling, placing, and compacting.

**REVISION OF SECTION 401  
PLANT MIX PAVEMENTS–GENERAL**

Paragraph 1 of Subsection 401.17 of the Standard Specifications is hereby deleted and replaced with the following:

**401.17 Compaction.** The hot mix asphalt shall be compacted by rolling. Pneumatic tire rollers will be required to be used for compaction. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density while the mixture is in a workable condition. Compaction shall begin immediately after the mixture is placed and be continuous until the required density is obtained. When the mixture contains unmodified asphalt cement (PG 58-28 or PG 64-22) or modified (PG 58-34), and the surface temperature falls below 185 °F, further compaction effort shall not be applied unless approved, provided the Contractor can demonstrate that there is no damage to the finished mat. If the mixture contains modified asphalt cement (PG 76-28, PG 70-28 or PG 64-28) and the surface temperature falls below 230 °F, further compaction effort shall not be applied unless approved, provided the Contractor can demonstrate that there is no damage to the finished mat.