

MESA COUNTY

CONTRACT FOR CONSTRUCTION SERVICES

This Contract, entered into this 8th day of August, 2023, by and between Mesa County, Colorado, a political subdivision of the State of Colorado, through its Board of County Commissioners ("County" herein), and Oldcastle SW Group, Inc. dba United Companies ("Contractor" herein):

In consideration of the mutual promises and covenants herein, the parties agree as follows:

1. The Contractor shall perform the work set forth on the attached Exhibit "A", incorporated herein by this reference.
2. The total amount of the Contract shall not exceed \$2,860,000.00. The Contractor shall be paid in accordance with the fee schedule set forth on the attached Exhibit "B", incorporated herein by this reference. To receive payment, Contractor must submit invoices for work completed. Both parties agree that payments pursuant to the Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the County may terminate this Contract immediately without further liability.
3. Contractor shall proceed with the work hereunder upon receipt of a written notice to proceed from the County. Such written notice shall be issued by the Contract Administrator. The Contract Administrator for the County is Matt Nichols unless otherwise designated in writing.
4. Contract Administrator for the Contractor is Jacob Davis.
5. The term of this Contract shall be from August 8th, 2023 to November 28th, 2023 (or as extended herein).
6. Contractor shall provide the insurance bonds and indemnities required in the attached Exhibit "C", insurance provisions, incorporated herein by this reference. Any subcontractors shall provide the same insurance bonds and indemnity required of Contractor.
7. Both parties reserve 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 other party. A written notice to terminate must be delivered to the other party thirty (30) 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.

No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

Upon termination or expiration of this Contract, Contractor shall immediately cease service work, and deliver to County all documents, keys, papers, calculations, notes, reports, or other technical papers which have been prepared by or provided to Contractor under the terms of this Contract. This paragraph shall survive termination of this contract.

8. This Contract is subject to immediate termination by the County in the event the County determines, in its sole discretion, that the health, safety or welfare of persons receiving services hereunder may be in jeopardy by Contractor continuing to provide the services hereunder. Additionally, the County may immediately terminate this Contract upon verifying that Contractor has engaged in or is about to participate in fraudulent acts.

9. This Contract is subject to all terms and conditions set forth in the attached Exhibit "D", Standard Terms and Conditions, incorporated herein by this reference.

BOARD OF COUNTY COMMISSIONERS
COUNTY OF MESA, COLORADO

By: _____
Janet Rowland, Chair

Attest:


Clerk & Recorder

CONTRACTOR
Oldcastle SW Group, Inc. dba United Companies

By: _____


Title: Kyle Alpha, Vice President

Attest:



Secretary (Assistant) Janel Tanner



Exhibit A

PROJECT SPECIAL PROVISIONS MESA COUNTY 2023 Overlay Project IFB Patterson/F Rd Overlay-23-MN

The 2017 Colorado Department of Transportation (CDOT) Standard Specifications for Road and Bridge Construction and the CDOT Standard Plans, M& S Standards, July 2012, or latest revisions, as re-emphasized, supplemented or amended by these project special provisions shall govern the work of this project. The following Project Special Provisions supplement or modify the Standard Specifications and take precedence over the Standard Specifications and plans. If a bid item is not included in the quantities, then work is considered incidental overall to the project.

CDOT Standard Specifications and Standard Plans have not been printed but are available on line at: <http://www.coloradodot.info/business/designsupport/construction-specifications/2017-Specs>

Project Special Provisions Section

Special Conditions

Summary of Approximate Quantities

Revision of Section 105 – Scope of Work

Revision of Section 109 – Measure and Payment

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

Revision of Section 403 – Hot Mix Asphalt

Revision of Section 407 – Prime Coat, Tack Coat, and Rejuvenating Agent

Revision of Section 608 – Sidewalks and Bikeways

Revision of Section 609 – Curb and Gutter

Revision of Section 627 – Pavement Markings

Revision of Section 630 – Construction Zone Traffic Control

SPECIAL CONDITIONS

1. **PROJECT DESCRIPTION** - The project includes of the replacement of Hot Mix Asphalt in a single location within Mesa County & the City of Grand Junction Colorado. Project Item No. 1 through 15 as shown on the 2023 Mesa County & City of Grand Junction Paving Schedule for Patterson/F Rd.
2. **COMMENCEMENT AND COMPLETION** – The Contractor shall commence work under the Contract on or before the 10th 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 90 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 all canal systems. The Contractor shall work diligently from the time an existing area is first disturbed to completion.

Milling is to be done no more than two weeks before the road is paved. This time may be extended an additional week, for a total of three weeks, upon prior written permission from the Project Manager. The damages to the County for not paving within two weeks of milling, or three weeks with permission, shall be the amount shown in the schedule of liquidated damages in subsection 108.09. The lowest amount from the Calendar Day column shall be used and assessed to each project that is unpaved, per day, until paved.

Shoulder gravel is to be placed as specified in the spreadsheet Overlay Bid Sheet 2023 and Project Information Sheets for each designated project no sooner than 72 hours after paving has been completed. However, shoulder gravel should be completed on each designated project no more than 2 weeks from the date the paving was completed for the designated project. This time frame may be extended by the prior written permission of the Project Manager. If the placement of shoulder gravel takes longer than two weeks from the date paving is completed, the County will have been damaged by the amount shown on the lowest amount from the Calendar Day column in the schedule of liquidated damages in subsection 108.09. This amount will be assessed each day that any designated project is not shouldered, until the day that shouldering is completed.

4. **PROJECT MANAGEMENT** - The Project Manager responsible for the administration of the construction for the Project is Matt Nichols who can be reached at (970)244-1673 or matthew.nichols@mesacounty.us. After award of the contract, all project notices, letters, submittals, and other communications directed to the Project Manager shall be addressed and mailed or delivered to:

Matthew Nichols
Mesa County Division of Transportation
P.O. Box 20,000, Dept. 5025
Grand Junction, CO 81502-5025

5. **NOTIFICATIONS.** It is the responsibility of the Contractor to notify all solid waste companies of the Contractor’s schedule. This is intended to accommodate trash pickup and removal by the companies who provide a service to Mesa County residents. No solid waste vehicles will be allowed on freshly overlain roads for a period of no less than 24 hrs.

It is the responsibility of the Contractor notify residents who live along the affected roads, with door hangers approved by the Project Manager. Door hangers will be placed on the front door of the home a minimum of 48 hours and no more than 96 hour before work begins. Door hangers will not be placed in any mail box or on any mail receptacle.

6. **PERMITS** – It is the responsibility of the contractor to abide by all applicable Federal, State and Local permits and codes. 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

7. **FUNDING/PROGRESS PAYMENTS** – This project is jointly funded by Mesa County and the City of Grand Junction per a Memorandum of Understanding (MOU). As a result of this MOU, the contractor will need to invoice both the City of Grand Junction and Mesa County separately, in accordance with the requirements of the MOU, for the work performed in their respective jurisdictions during the monthly progress payments.

8. **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:

Pay Item	Unit	Estimated Amount
Force Account	Lump Sum	\$ 5% Total Bid Amount

SUMMARY OF APPROXIMATE QUANTITIES

Item No.	Pay Item No.	Material/ Description	Quantity	Unit	Unit Price	Total Price
1	401.22	HMA (Grading 64-28)	10,763	Ton	\$	\$
2	411.05	Prime Coat	4,784	Gallon	\$	\$
3	202.12	Milling (Mill for a 2'' Mat with	95,232	Square Yard	\$	\$
4	403.05	Liquid AC Binder	645.16	Ton	\$	\$
5	627.13	Cross walk Thermal (24'' white, 125 mil)	1200 LF	Square Feet	\$	\$
6	627.13	Stop Bar (12'' white, 125 mil)	310 SF	Square Feet	\$	\$
7	627.13	Left Turn Arrow (left elongate arrows, 90 mil)	14	Each	\$	\$
8	627.13	Bike Symbol (left bike rider, 4'x7', 90 mil)	10	Each	\$	\$
9	604.07	Manhole Lid Adjustment (GJ 34, MC 77)	111	Each	\$	\$
10	604.07	Water Valve Adjustment (GJ 29, MC 48)	77	Each	\$	\$
11	629.09	Survey Monument Box Adjustment (GJ 4, MC 8)	12	Each	\$	\$

12	403.03	Intersections	23	Each	\$	\$
13	626	Mobilization	1	Each	\$	\$
14	630.19	Traffic Control	1	Lump Sum	\$	\$
15	109.04	5% Force Account	1	Lump Sum	\$	\$

Bidders are cautioned that the estimated quantities in the Overlay Schedule are approximate only and are prepared for the comparison of bids. The basis of payment will be actual quantities of Work performed and accepted. Significant changes in quantities will be paid in accordance with Section 104.02(c) and Section 109.03.

REVISION OF SECTION 105 SCOPE OF WORK

Section 105 of the Standard Specifications is hereby revised for this project as follows:

105.11 Cooperation with Utilities.

Revise as follows:

The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavation or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days, not including the day of notification, prior to commencing such operations. The Contractor shall contact the Utility Notification Center of Colorado (UNCC) at 811 (or 1-800-922-1987) to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavating or grading.

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 owner shall be the responsibility of the owner.

The Contractor shall provide traffic control for any utility work expected to be coordinated with construction operations as directed by the Project Manager. However, traffic 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 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.

**REVISION OF SECTION 109
MEASUREMENT AND PAYMENT**

Section 109 of the Standard Specifications is hereby revised for this project as follows:

109.04 Compensation for Changes and Force Account Work.

Revise as follows:

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 subsection 109.04. Payment will constitute full compensation for all work necessary to complete the item.

Payment will be made under the following pay item:

Pay Item	Pay Unit
Force Account	Estimated Amount \$ 5% Total Bid Amount

SECTION 202 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

202.02 General

Revise the seventh paragraph to read as follows:

Asphalt mat removed by planning 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 B
Whitewater Shop
971 Coffman Rd
Whitewater, CO

Add the following:

Tree removal includes the cutting down and hauling off the tree and any slash or other debris associated with the removal. The stump may be removed, cut 6 inches minimum below the surface and treated with a product to keep the tree from coming back or ground 6 inches minimum below the surface and treated with a product to keep the tree from coming back. Back filling the hole with appropriate soil and installing sod or landscaping similar to the location is considered part of the tree removal and is the responsibility of the contractor.

202.09 Removal of Asphalt Mat (Planning)

Add the following:

The existing asphalt mat shall be removed by in a manner that minimizes contamination of the removed mat with underlying material.

The Contractor is responsible for all potholes and repairs of remaining pavement after milling until such time that the new pavement is placed.

When milled surface is to be overlaid, the Contractor shall be responsible for recording the location of all existing striping prior to planning.

Joints. Transverse milled butt joints shall be placed in all locations where new asphalt will be joined to existing pavement. The location and width of all butt joints will be designated by the Engineer.

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

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

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

202.11 Method of Measurement.

Delete the second paragraph and add the following to the third paragraph:

Removal of existing pavement markings will not be measured and paid separately but is considered incidental to the removal of the asphalt mat. Installation of temporary pavement markings and their removal prior to placement of new asphalt is considered inclusive to the work.

Concrete Grind will be measured by the square foot, completed to the required depth and accepted.

202.11 Basis of Payment

Add the following:

Pay Item	Pay Unit
Removal of Asphalt Mat (Milling)	Square Yard
Concrete Grind	Square Foot
Tree Removal	Each

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. 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. Contractor will not be allowed to cut the manhole rings to fit existing manhole covers. 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.

Add the following after subsection 210.11

210.11.1 Landscape Restoration

Landscaping is to be disturbed only to the extent necessary for concrete form placement. Contractor shall remove any adjacent landscaping, stockpile it during construction, protect from damage, and restore as directed.

Damaged or broken sprinkler systems will be repaired by the Contractor at no additional cost to the contract. Pipe connections shall be made with new materials. Sprinkler heads, pipe and appurtenances that are damaged during removal and/or storage shall be replaced with new materials of the same or better quality at the Contractor's expense. Sprinklers, pipe, fittings and appurtenances that are not damaged by the

Contractor, but are unsuitable for reuse, shall be replaced with new materials. Such materials will be either furnished by the property owner or paid for separately by the County.

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.

Landscape Restoration will be measured by the linear foot and includes all work required to remove, store, and replace all landscaping adjacent to the concrete removals.

210.13 Basis of Payment

Add the following:

Pay Item	Pay Unit
Reset Survey Monument Box	Each
Adjust Manhole	Each
Adjust Valve Box	Each
Landscape Restoration	Linear Foot

**REVISION OF SECTION 304
AGGREGATE BASE COURSE**

Section 304 if the Standard Specifications are hereby revised for this project as follows:

304.02 Aggregate.

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 ½")	100						
50mm (2")	95-100			100			
37.5mm (1.5")				90-100	100		
25mm (1")					95-100	100	100
19mm (¾")				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 Project 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

Section 401 of the Standard Specifications are hereby revised for this project as follows:

401.01

Description.

Add the following:

This work shall consist of providing a Hot Mix Asphalt (HMA) to be placed as shown on the plans, or as directed by the Owner. The Contractor shall be responsible for Process Control (PC) of the HMA; including the design, and control of the quality of the material incorporated into the project.

401.02 Composition of Mixtures.

Delete subparagraph (a) *Mix Design* and replace with the following:

A Job Mix Formula (JMF) design shall be submitted for each mixture required, at least 10 calendar days prior to placing any mix on the project, for acceptance by the Owner. JMF's previously approved by CDOT within the past six months may be utilized. The JMF design shall be determined using AASHTO T-312 or CP-L 5115 for the Method of Mixture Design. Grading ST, SX, and S shall be designed using 100mm molds. The job mix gradation shall be wholly within the Master Range Table in subsection 703.04 before the tolerances shown in Section 401 are applied.

Designs shall be developed and performed in a materials laboratory that meets the requirements set forth by AASHTO Materials Reference Laboratory (AMRL) for all testing procedures. The design shall be stamped and signed by a Professional Engineer licensed in the State of Colorado. In addition, the Contractor shall submit, as part of the mixture design, laboratory data documents to verify the following:

- Gradation, specific gravity, source and description of individual aggregate and properties, and the final blend.
- Aggregate physical properties.
- Source and Grade of the Performance Graded Binder.
- Proposed Design Job Mix: aggregate and additive blending, final gradation, optimum binder content.
- Mixing and compaction temperatures used.
- Mixture properties shall be determined with a minimum of four binder contents.

The JMF for each mixture shall establish a single percentage of aggregate passing each required sieve size, a single percentage of asphalt cement to be added to the aggregate, and a single temperature for the mixture at the discharge point of the plant.

The Owner reserves the right to verify the asphalt supplier's mix design for each JMF design utilizing materials produced and stockpiled. The asphalt supplier shall provide, at no cost, a sufficient quantity of each aggregate, mineral filler, Recycled Asphalt Pavement (RAP), and additive for the required laboratory tests, as well as all Certificates of Conformance/ Compliance at any time on any material used. The Asphalt Supplier shall provide copies of quality control testing results during the production of HMA used within one business day from the sampling date.

Mixture design of HMA shall meet the requirements of Table 403-1 and Table 403-2 in the Revision to Section 403. For mixes requiring a design gyration of 100 (ESALs greater than 3 million) the Project Special Conditions should be used. This gyration is not recommended for the majority of roads within Mesa County.

Delete subparagraph (b) *Mixtures Furnished to the Project* and replace with the following:

Production verification shall occur prior to, or during, the start of the project. Volumetric properties of the mix shall be verified by LabCAT Level C Certified Technicians. If the mix was produced for another project within the last 90 days, data from that project can be submitted for verification. All mixtures furnished for the project shall conform within the ranges of tolerance listed in Table 401.02A. The mix verification test reports shall be submitted to the Owner prior to mix placement.

TABLE 401.02A
Production Mix Tolerances

<u>Property</u>	<u>Tolerance</u>
<u>Asphalt Cement Content</u>	<u>± 0.3%</u>
<u>VMA</u>	<u>± 1.2%</u>
<u>Air Voids</u>	<u>± 1.2%</u>

Verification testing for binder content, gradation and physical properties shall be performed at the frequencies listed in Table 401.23-1.

There shall be no substitutions of materials allowed during production, unless approved in advance by the Owner. All substitutions will require checkpoint verification. If the checkpoint differs from the Job Mix Formula (JMF), a new mix design will be required. Upon request of the Owner, the binder grade may be changed by one available binder grade level without requiring a new mix design.

Should a change in the source of any material used in the production of HMA (aggregate, mineral filler, lime, or performance graded asphalt binder) occur, a one point verification test (at optimum binder content) of the mix must be performed to verify that the applicable criteria shown on Table 403-1 (HMA) and Table 403-2 (VMA) of Revision to Section 403 are still met. If this testing shows noncompliance, the Contractor shall establish a new job mix design and obtain approval by the Owner before the new HMA is used.

Add the following new subparagraphs:

(c) *Reclaimed Asphalt Pavement (RAP)*. RAP shall be allowed in HMA up to a maximum binder replacement of 23 percent, unless otherwise specified in the contract, and provided that all the specifications for the HMA are met. Fine Aggregate Angularity requirements shall apply only to the virgin fraction of the fine aggregate. RAP shall be of uniform quality and gradation with a maximum size no greater than the nominal aggregate size of the mix. RAP shall not contain clay balls, vegetable matter, or other deleterious substances.

The Contractor shall have an approved mix design for the amount of RAP to be used. The AC content of the RAP utilized in the Contractor RAP mix design shall be the average AC content determined in accordance with 1B or 1C, below, or alternatively, a minimum of five samples of the Contractors RAP

stockpile may be sampled and the average AC content of the RAP be determined using AASHTO T-164, Method A or B, or in accordance with 1C below. The Contractor shall determine the total binder replaced by the binder in the RAP pursuant to the following equation:

$$\text{Total Binder Replaced} = (A \times B) \times 100/E$$

Where:

A = RAP % Binder Content *

B = RAP % in Mix *

E = Total Effective Binder Content *

* in decimal format (i.e. 2% is 0.02)

The Total Binder Replaced by the binder in the RAP shall not exceed 23 percent of the effective binder content of either the mix design or the produced mix.

The Contractor shall have an approved Quality Control (QC) Plan that details how the RAP will be processed and controlled. The QC plan shall address the following:

1. RAP Processing Techniques. This requires a schematic diagram and narrative that explains the processing (crushing, screening, and rejecting) and stockpile operation for this specific project.
2. Control of RAP Asphalt Binder Content (AASHTO T-164, Method A or B). RAP Asphalt Binder Content may also be determined in accordance with CP-L 5120, provided an RAP AC content correction factor is determined through correlation testing with AASHTO T-164, Method A or B. The correction factor shall be determined by performing correlation testing on the first five samples of the RAP AC content, then at a frequency of one for every five AC content tests thereafter. The correction factor shall be determined by calculating the average difference in AC content between CP-L 5120 and AASHTO T-164, Method A or B, and applying the correction to the AC content determined in accordance with CP-L 5120 :
Frequency: 1 per 1000 tons of processed RAP material (minimum five tests)
3. (Alternate) The Contractor may propose a RAP asphalt content correction factor to be used in conjunction with CP-L 5120. The proposed CP-L 5120 RAP asphalt content correction factor shall be used with all RAP asphalt contents tested for the mixture design and quality control sampling and testing. The methodology of the proposed CP-L 5120 RAP asphalt content correction factor shall be outlined in detail in the approved RAP QC Plan. At a minimum, the proposed CP-L 5120 correction factor shall identify the principal source locations of the RAP aggregate, gradation of the material tested, and specific ignition oven serial number used in all the RAP asphalt content testing. The RAP source locations, material gradation, and specific equipment used shall substantiate the CP-L 5120 asphalt content correction factor used for the testing. The substantiation must be from data gathered from historical information or specific asphalt content correction data obtained from tests performed on similar virgin aggregate sources, virgin material gradations, and the specific equipment used.
4. Control of RAP Gradation (CP31 or AASHTO T-30):

Frequency: 1 per 1000 tons of processed RAP material (minimum three tests, sampling from belt feed and not stockpile)

5. Process Control Charts shall be maintained for binder content and each screen listed in Table 401.2C, during addition of any RAP material to the stockpile. The Contractor shall maintain separate control charts for each RAP stockpile. The control charts shall be displayed and shall be made available, along with RAP AC extraction testing laboratory reports to the Engineer upon request

The processed RAP must be 100 percent passing the 31.5 mm (1¼ inch) sieve. The aggregate obtained from the processed RAP shall be 100 percent passing the 25.0 mm (1 inch) sieve. The aggregate and binder obtained from the processed RAP shall be uniform in all the measured parameters in accordance with the following:

**Table 401.2C
RAP Binder & Aggregate Uniformity Tolerances**

<u>Element</u>	<u>Standard Deviation</u>
Binder Content	0.5
% Passing ¾"	4.0
% Passing ½"	4.0
% Passing 3/8"	4.0
% Passing #4	4.0
% Passing #8	4.0
% Passing #30	3.0
% Passing #200	1.5

(d) *Warm Mix Asphalt (WMA) Technology.* The Contractor may choose to use a WMA Technology that is included on the CDOT approved products list (<https://www.codot.gov/business/apl/asphalt-warm-mix.html>).

WMA technologies (additive or foaming) used shall be identified on the mix design, indicating usage as a workability additive and/or anti-strip additive. WMA shall be submitted and approved by the Owner for use on a project.

The addition of WMA additives during production, including foaming, shall be controlled by a calibrated metering system interlocked with the plant's controls per the manufacturers' recommendation. Additives may be added at the asphalt terminal at the dosage rate recommended by the WMA technology provider. The foaming process mixes water and binder to create microscopic steam bubbles. Typical water injection rate is ≤ 2% of binder flow rate or per manufacturers' recommendation.

(e) *Anti-Strip Additives.* Anti-Strip shall be added into the HMA. Anti-Strip agents may be liquids (added to the binder), lime (added to the aggregates) or other products, and shall be submitted for approval by the Owner.

The minimum value for Tensile Strength Ratio (TSR) tested in accordance with Table 401.21-1 shall be 80% for the mix design and 70% during production.

There are various types of liquid Anti-Strips. Amine and Organo-silane type liquid Anti-Strip additives are physically mixed with the asphalt binder. Liquid Anti-Strip agents shall be added per the manufactures recommendations. Typical product dosages are provided in Table 401.2E-1.

TABLE 401.2E-1
Liquid Anti-Strip Dosage Rates

Type	Typical Dosage Rate
Amine	0.4% to 0.8%
Organo-silane	0.05% to 0.15%

WMA chemical products which display Anti-Stripping characteristics will be classified, and identified on the mix design, as a liquid Anti-Strip additive.

When a liquid Anti-Strip additive is used, the Contractor shall include the following information with the mix design submission:

- Information on the type of liquid Anti-Strip additive to be supplied, including product name, product manufacturer/supplier
- Additive rate
- TSR values for the treated mixes
- The proposed method for incorporating the additive into the plant produced mix

401.03 Aggregates.

Add the following:

The percentage of fractured faces shall be as shown in Table 403.1 of the Revision to Section 403.

Grading ST (3/8" nominal) mixes may be used for leveling, maintenance, bike paths, sidewalks and thin lift overlays. Grading SX (1/2" nominal) mixes shall be used on top and bottom lifts and for patching. Grading S (3/4" nominal) mixes may be used for bottom lifts.

401.05 Hydrated Lime.

Add the following:

When used in the HMA, hydrated lime shall be added at the rate of 1% by dry weight of the aggregate and shall be included in the amount of material passing the No. 200 sieve.

401.06 Asphalt Cement.

Revise the second paragraph to read as follows:

The asphalt cement shall meet the applicable requirements of subsection 702.01.

Add the following:

The Contractor shall provide to the Owner acceptable 'Certifications of Compliance' of each applicable asphalt binder grade from the supplier. Should testing or certificate show nonconformance with the specifications, the asphalt binder may be rejected. When production begins, the Contractor shall, upon request, provide to the Owner a one quart can of each specified asphalt binder for analysis. Additionally,

the Contractor shall provide the refinery test results that pertain to the asphalt binders used during production.

Based on climatic conditions and reliability, binder grades approved for use in Mesa County are as follows in Table 401.06A-1:

**TABLE 401.06A-1
Recommended Performance Graded Binders**

Condition	Non-modified Binder	Modified Binder
Free flowing traffic loads and 300,000 to 1 million 18K ESAL	PG 64-22	
Free flowing traffic loads and 300,000 to 1 million 18K ESAL, plus above 6000 elevation	PG 58-28	
Slow moving or standing trucks, major street intersections and/or 10,000,000 18K ESAL		PG 76-28 (top lift only)

Binder grades other than those shown above shall not be used unless the proposed binder and the mix design are approved in writing by the OWNER. The asphalt cement shall meet the requirements of subsection 702.01

401.07 Weather Limitations and Placement Temperatures.

Revise as follows:

Surface temperatures shall be used to determine placement of APM. APM produced with documented WMA will be allowed a reduction in minimum surface temperatures for placement as provided in Table 401.07A-1. Ambient temperatures and other weather conditions shall be considered prior to placement.

**TABLE 401.07A-1
Minimum Surface Temperatures for placement of APM**

Compacted Layer Thickness (in.)	Minimum Surface Temperature (°F)			
	Top Layer		Layers Below the Top Layer	
Product	APM	with WMA	APM	with WMA
<1½	60	50	50	40
1½ - <3	50	45	40	35
3 or more	45	40	35	35

If the Contractor modifies the placement and compaction processes when ambient temperatures are below minimum surface temperatures in Table 401.07A-1, they shall demonstrate to the Owner the required in-place density has been achieved. APM cooling software such as PaveCool, or MultiCool can be used to determine placement and compaction times available.

401.08 Asphalt Mixing Plant.

Delete the last paragraph of the subsection.

401.09 Hauling Equipment.

Add the following:

The Owner may reject any HMA which demonstrates it has been contaminated from a petroleum distillate release agent. The Owner may reject any uncovered HMA which demonstrates it has been impacted by contamination and/or weather.

401.10 Asphalt Pavers.

Delete the twelve paragraph and replace with the following:

Contractor shall submit for and receive approval of the screed control devices to be utilized on the paver prior to use for placing HMA on the project.

Add the following:

A Material Transfer Vehicle (MTV) or Material Transfer Device (MTD) may be required for placement of the HMA when specified in the contract documents. The MTV shall be a self-propelled unit with on board storage of material. An MTD is a non-self-propelled unit. Both MTV and MTD are capable of receiving material from trucks or from the ground, transferring the material from the unit to a paver hopper insert via a conveyor system.

Safety Edges will be required on the outside edge of all county roads that do not butt up to a finished concrete edge. A Safety Edge will also be required on any longitudinal joints that will be opened to traffic at the end of the work shift prior to paving the adjacent pass.

401.11 Tack Coat.

Delete and replace with the following:

A tack coat shall be applied between pavement course and to all existing concrete and asphalt surfaces per Section 407. Tack coat is considered incidental to the cost of the HMA.

401.15 Mixing.

Add the following:

If a WMA technology (additive or foaming) is used, the discharge temperatures may be lowered during production at the discretion of the Contractor provided all specifications are achieved. Mix design is to indicate revised allowable discharge temperatures with WMA usage.

401.16 Spreading and Finishing.

Revise as follows:

Joints in the top layer of new pavement shall be located on lane lines unless otherwise shown on the plans. Longitudinal joints shall be minimized with wide paving pulls. Transverse joints shall be formed by cutting

back on the previous run to expose the full depth of the course. Tack coat material shall be applied to contact surfaces of all joints before additional mixture is placed against the previously compacted material.

401.17 Compaction.

Revise as follows:

Equipment used for compaction of the HMA will be at the discretion of the Contractor. The number, weight, and type of rollers furnished shall be sufficient to obtain the required density and surface texture.

All joints shall be compacted to 92% of maximum theoretical specific gravity (Rice), taken six inches offset from the joint. The allowable variance shall be $\pm 2\%$. Joint density will be determined using nuclear density equipment.

Delete paragraphs six through eight, and paragraphs eleven to the end of the subsection and replace with the following:

Cores may be used to verify compaction results. The Contractor shall core the pavement, as required by the Owner; in accordance with AASHTO T 230, Method B, or for field calibration of nuclear density equipment in accordance with the ASTM D 2950. At a minimum, cores for nuclear density equipment correlation shall be taken at the beginning of placement of each project or change of mixture materials or gradation, unless otherwise approved by the Engineer. If the correlation cores were produced for another project within the last 90 days, data from that project can be submitted for verification, if no change in materials or gradation has occurred. When cores are used, the Contractor shall provide all labor and equipment for the coring and repair of the holes.

Along forms, curbs, headers, walls, and all other places not accessible to the rollers, the mixture shall meet all project compaction specifications. Any mixture that is defective, shall be corrected to meet the project specifications at the expense of the Contractor.

401.20 Surface Smoothness.

Delete and replace with the following:

The finish transverse and longitudinal surface elevation of the pavement shall be measured using a 10-foot straightedge. Surface smoothness shall be verified immediately following the finish roller pass. Surface variation shall not exceed 3/16 inch in 10 feet for full lane width paving. For patching, the variation shall not exceed 3/8 inch in 10 feet. The final pavement surface shall not vary from the specified cross section by more than one inch at any point. Transverse measurements for variations shall exclude breaks in the crown sections. If the surface tolerance exceeds 3/16" across transverse joints, measured in at least three locations, the Contractor shall make corrections to the joint before proceeding. All corrections shall be made at the Contractor's expense.

The final surface pavement adjacent to curb and gutter shall be finished from 1/8-inch to 3/8- inches above the lip for catch curb and shall not extend above the lip for spill curb.

The Contractor shall adjust all manholes, valve boxes, and survey range boxes 1/8 to 1/4- inch below final grade and adjusted to match the slope of the roadway. Valve boxes and manholes are to be maintained fully accessible at all times for emergency and maintenance operations. The cost of adjusting valve boxes, manholes, and survey range boxes shall be included in the work, unless otherwise specified. The

Contractor shall be responsible for any cost incurred by the Owner to provide access to the covered manholes or valve boxes. Final adjustment of all utility access points shall be completed within seven days of from the time the HMA was placed.

Add the following new subsections:

401.23 Testing and Inspection

The Contractor shall assume full responsibility for controlling all operations and processes to meet the Specifications. The Contractor shall perform all tests necessary for process control purposes on all elements at the frequency listed in Table 401.23-1. The Contractor shall maintain a log of all process control testing. Test results that have sampling or testing errors shall not be used. Process control testing shall be performed at the expense of the Contractor.

Laboratories shall be accredited by AASHTO Materials Reference Laboratory (AMRL) for the tests being performed. Technicians obtaining samples and conducting compaction tests must have a LabCAT Level A certification. Technicians conducting tests of asphalt content and gradation must have a LabCAT Level B certification. Technicians performing volumetric testing must have a LabCAT Level C certification. Equivalent NICET certification for all technicians is acceptable.

When requested by the Owner, the Contractor shall submit a quality control plan that addresses production, sampling, testing, and qualifications of testing personnel, timing, and methods for making adjustments to meet the specifications. The Contractor will provide a process or schedule for making corrections for material that was placed but does not meet specifications as well as obtain a follow up sample immediately after corrective actions are taken to assess the adequacy of the corrections. In the event the follow-up process control sample also fails to meet Specification requirements; the Contractor shall cease production of the asphalt mixture until the problem is adequately resolved to the satisfaction of the Owner.

TABLE 401.23-1

Minimum Materials Sampling and Testing for Process Control and Owners Acceptance

Test	Standard	Minimum Frequency
Sampling	AASHTO T168, ASTM D 979 and ASTM D3665, CP 41	1/1000 tons or fraction thereof (not less than one test per day)
In-Place Density	AASHTO T 166, T 238, T 230, CP 81 (nuclear), CP 44 (coring)	One test for each 250 lineal feet per lane and one test per 1,000 lineal feet of joint per lift
Air Voids & VMA	CP-L 5115 A.I. SP-2	1/1000 tons or fraction thereof (not less than one test per day)
Gradation	AASHTO T 27/T 11, CP 31	1/1000 tons or fraction thereof (not less than one test per day)
Hveem/Marshall Stability As Applicable	CP-L 5016	One per project per mix used

Binder Content	CP-L 5120, AASHTO T 164 or other methods agreed upon between Owner and Contractor	1/1000 tons or fraction thereof (not less than one test per day)
Maximum Theoretical Specific Gravity (Rice)	AASHTO T 209 (Rice), CP-L 51	1/1000 tons or fraction thereof (not less than one test per day)
Lottman Stripping, TSR & Dry Density	CP-L 5109	One per project per mix used.

Field control testing of dense graded asphalt mixes for the above tests shall meet the requirements of Table 403-1 and Table 403-2 in the Revision to Section 403.

401.24 Acceptance

If any materials furnished, or work performed, fails to meet the specification requirements, such deficiencies shall be documented and reported to the Owner. Copies of all process control tests shall be delivered to the Owner within one business day. Test results that cannot be completed within one day shall be provided to the Owner no later than three days after the sample was obtained.

Owners Acceptance (OA) test results, if any, and/or Process Control (PC) test results will be evaluated to determine acceptability. If the Contractor does not meet the project specifications, but acceptable work has been produced, the Owner shall determine the extent of the work to be accepted. If the Owner determines the work is not acceptable, the Contractor shall correct the work, as approved by the Owner, at the expense of the Contractor.

**REVISION OF SECTION 403
HOT MIX ASPHALT**

Section 403 of the Standard Specifications is hereby revised for this project as follows:

403.02 Materials

Delete and replace with the following:

The materials shall conform to the requirements of subsections 401.2 of the Revised Section 401 above.

The design mix for hot mix asphalt (HMA) shall conform to the following Table 403-1 and Table 403-2:

**Table 403-1
Mixture Properties for Hot Mix Asphalt**

Property	Test Method	Value
		PG 64-22
Air Voids, percent at: N (design)	AASHTO T-132, CPL 5115	3.0-4.0
Lab Compaction (Revolutions): N (design)	CPL 5115	75
Hveem Stability, (Grading ST, SX & S only)	CPL 5106	28 min.
Aggregate Retained on the 4.75 mm (No. 4) Sieve for S, SX and SG, and on the 2.36mm (No. 8) Sieve for ST and SF with at least 2 Mechanically Induced fractured faces	CP 45	80% min.
Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman)(for S & SX mixes)	AASHTO T-283 Method B, CPL 5109 Method B	80 min.
Minimum Dry Split Tensile Strength, kPa (psi)	CPL 5109 Method B	205 (30) min.
Voids in the Mineral Aggregate (VMA) % minimum	CP 48, AI-SP2	See Table 403-2
Voids Filled with Asphalt (VFA)	AI MS-2	65-80%
Dust to Asphalt Ratio:	CP 50	
Fine Gradation		0.6 – 1.2
Coarse Gradation	0.8 – 1.6	

Property	Test Method	Value
		PG 64-22
Note:	AI MS-2 = Asphalt Institute Manual Series 2	
Note:	Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems.	
Note:	Gradations for mixes with a nominal maximum aggregate size of 3/4" to 3/8" are considered a coarse gradation if they pass below the maximum density line at the #8 screen. Gradations for mixes with a nominal maximum aggregate size of #4 or smaller are considered a coarse gradation if they pass below the maximum density line at the #16 screen.	

**Table 403-2
Minimum Voids in Mineral Aggregate (VMA)**

Nominal Maximum Size*, mm (inches)	***Design Air Voids **		
	3.0%	3.5%	4.0%
19.0 (¾)	13.5	13.6	13.7
12.5 (½)	14.5	14.6	14.7
9.5 (⅜)	15.5	15.6	15.7
* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%.			
** Interpolate specified VMA values for design air voids between those listed.			
*** Extrapolate specified VMA values for production air voids beyond those listed.			

403.03 Construction Requirements

Delete the first paragraph and replace with the following:

The construction requirements shall be as prescribed in subsections 401.3 through 401.14 of the Revised Section 401 above.

Add the following:

Intersections.

All county roads, without curb and gutter, intersecting the road being overlaid shall be included in the Overlay Contract, (excluding driveways). Each intersection approach shall be paved from the edge of the overlaid road or street a minimum distance of 25 feet unless otherwise directed by the County. Each return radius shall be paved having a minimum radius of 20 feet, unless otherwise directed by the County. Road approaches shall be paved to the same width of the approach road but no less than 20 feet, unless otherwise directed by the County. The Contractor shall construct a smooth Transition from the existing surface of the approach road to the newly paved approach. Pavement thickness of the approach and radius shall be equal to the thickness of the road being overlaid.

403.04 Method of Measurement

Delete and replace with the following:

Hot Mix Asphalt will be measured by the ton. Batch weights will not be permitted as a method of measurement when measured by the ton. The tonnage shall be the weight used in the accepted pavement.

Asphalt Cement Binder will be measured by the ton. Asphalt cement contained in reclaimed asphalt pavement (RAP) material will not be measured or paid for but shall be included in the work. For the purpose of bidding, the asphalt cement binder in the HMA is assumed to be 6 percent. Actual percentage of binder in the HMA, as determined by the materials sampling and testing, will be used for determining quantities to be paid.

Quantities for intersection approaches shall be measured for each leg approaching the intersection as a separate item from the mainline road being overlaid. Each approach and radii are estimated to contain ten tons of HMA but actual quantity placed may vary. Shoulder gravel for approaches will be paid for as provided elsewhere in the contract.

403.05 Basis of Payment

Add the following:

Payment will be made under:

Pay Item	Pay Unit
Hot Mix Asphalt (Grading SX)(75)(PG 64-28)	Ton
Asphalt Cement Binder	Ton
Intersection HMA	Each

Aggregate, asphalt cement, asphalt recycling agent, additives, hydrated lime, tack coat, and all other work necessary to complete each hot mix asphalt items will not be paid for separately but shall be included in the unit price bid.

Excavation, preparation, and tack coat of areas to be patched will not be measured and paid for separately, but shall be included in the work.

**REVISIONS OF SECTION 407
PRIME COAT, TACK COAT, AND REJUVENATING AGENT**

Section 407 of the Standard Specifications is hereby revised for this project as follows:

407.01 Description

Add the following:

Prior to placement of APM, a tack coat shall be applied to all existing concrete and asphalt surfaces.

407.02 Asphalt Material.

Add the following:

The tack coat shall meet the specification for emulsified asphalt, consisting of CSS-1h or SS-1h, and conform to AASHTO M208 or M140.

407.07 Application of Asphalt Material.

Add the following:

The tack coat shall be applied at the rates specified in Table 407-1. The surface receiving the tack coat shall be dry and clean, and dust, debris, and foreign matter shall be removed. Tack coat shall be applied uniformly. The Contractor shall allow the tack coat to cure (dehydrate) prior to the placement of APM. If the tack becomes contaminated during construction, it shall be cleaned, and if necessary, additional tack coat shall be reapplied and allowed to cure before paving resumes.

**TABLE 407-1
Tack Coat Application
Rates**

Pavement Condition	Application Rate (gal/yd ²)		
	Residual	Undiluted	Diluted (1:1)
New asphalt	0.03 - 0.04	0.05 - 0.07	0.10 - 0.13
Oxidized asphalt	0.04 - 0.06	0.07 - 0.10	0.13 - 0.20
Milled Surface (asphalt)	0.06 - 0.08	0.10 - 0.13	0.20 - 0.30
Milled Surface (PCC)	0.06 - 0.08	0.10 - 0.13	0.20 - 0.30
Portland Cement Concrete	0.04 - 0.06	0.07 - 0.10	0.13 - 0.20

407.09 Method of Measurement and Basis of Payment.

Delete and replace the following:

Tack Coat will not be measured and paid separately but shall be considered included in the work for Section 401 – Asphalt Pavement Materials.

REVISION OF SECTION 420 GEOSYNTHETICS

Section 420 of the Standard Specifications is hereby revised for this project as follows:

420.04 Paving.

Add the following:

This project includes the placement of geosynthetic fiber in the HMA mix as designated on the Overlay Schedule or Job Sheets.

Geosynthetic Fiber (Paving) included in the Hot Mix Asphalt (HMA) shall include reinforcement fiber strands with virgin aramids that meet the following requirements:

Property	Requirement
Nominal Specific Gravity	0.91 to 1.45
Minimum Length	0.75 inches
Maximum Length	1.50 inches

Acceptable products include: ACE FIBERTM, FORTA_FI® or an approved equivalent.

Only reinforcing fiber strands that meet specification and are not detrimental to the pavement will be allowed. The Contractor shall store and maintain reinforcing fiber strands in accordance with the manufacturer's recommendations and shall ensure that the fiber blend corresponds with the manufacturer's recommendations for the hot mix asphalt materials being used on the project. The Contractor shall follow the manufacturer's recommended procedures for placement of fiber strand reinforced warm or hot mix asphalt pavement.

The Contractor shall ensure there is a manufacturer's representative experienced in incorporating reinforcing fibers and placing fiber reinforced warm or hot mix asphalt present on the project when placement of the fiber reinforced mix begins. This representative may be a representative of the fiber supplier, the asphalt mix designer, or a private consultant. The representative shall remain on site for the first two days of placing fiber reinforced pavement, at a minimum, and until an acceptable production sequence is established. Any changes to the asphalt mix or fiber material beyond the allowed tolerances during production shall be disclosed by the representative and submitted in writing to the Owner's Project Manager or representative by the Contractor as a change in the mix design.

The Contractor shall inject reinforcement fiber strands per manufacturer's recommendations and prior to the addition of liquid asphalt cement. The Contractor shall ensure that reinforcement fiber strands are added at the specified rate per the mix design. The Contractor shall ensure that virgin aramid fibers are introduced at the manufacturer's recommendations per ton of hot or warm mix asphalt pavement. If there is evidence of fiber balls at the discharge chute, the Contractor shall immediately adjust operations according to the manufacturer's recommendation to correct the problem. The Contractor shall also remove all observed fiber balls during placement. The Owner's Project Manager or representative may require the Contractor to cease operations if fiber balls are present, until a correction plan has been submitted and approved.

If the Owner's Project Manager or representative determines that the hot mix asphalt with fiber is not beneficial to the project, the Owner's Project Manager or representative may require the Contractor to cease production of the HMA with fiber and continue production with Hot Mix Asphalt (Grading SX) without

fiber. If this occurs, there shall be no additional compensation to the Contractor for the cost of deleting a portion or all of the HMA with fiber and the mix without fiber will be paid for at original contract unit prices for the mix and binder, with no adjustment made for the changed quantities. The Owner's Project Manager or representative shall not eliminate the requirement for geosynthetic fibers for the convenience of the Contractor.

420.09 Method of Measurement

Revise as follows:

Geosynthetic Fiber (Paving) will be paid for separately and shall not be included as part of the cost of HMA. Fibers will be measured by the ton of acceptable HMA placed including fiber.

420.10 Basis of Payment

Add the following:

Pay Item	Pay Unit
Geosynthetic Fiber (Paving)	Ton

**REVISION OF SECTION 601
STRUCTURAL CONCRETE**

Section 601 of the Standard Specifications is hereby revised for this project as follows:

601.02 Classification.

Add the following:

Concrete for construction of curbs, gutters, sidewalks, curb ramps, driveway approaches, corner filets, drainage pans, median cover and trails shall be Class B unless otherwise noted in plans or Project Special Provisions.

601.03 Materials.

Add the following:

Calcium chloride shall not be used in any concrete. All cement, flyash, admixtures, and curing materials shall be from the CDOT Approved Product List.

601.09 Forms, 601.12 Placing Concrete, and 601.13 Curing Concrete Other Than Bridge Decks.

Revise as follows:

Field-cured cylinders may be used in lieu of maturity meters for determining concrete compressive strength for form removal, loading, opening to traffic, backfilling, or curing, unless otherwise specified in the plans or Project Special Provisions.

601.12 Placing Concrete.

Add the following to subsection (a) *General*:

Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finish and Technician or other similar approved certification program.

601.17 Acceptance and Pay Factors.

Revise as follows:

These provisions apply to all concrete utilized in Mesa County including curb, gutter and sidewalks.

**REVISION OF SECTION 602
REINFORCING STEEL**

Section 602 of the Standard Specifications is hereby revised for this project as follows:

602.08 Basis of Payment

Add the following:

Dowel bars, tie bars and reinforcing steel required in curb, gutter, sidewalk, drainage pans, fillets and concrete pavement and miscellaneous concrete items will not be measured or paid for separately, but shall be included in the Work.

**REVISION OF SECTION 608
SIDEWALKS AND BIKEWAYS**

Section 608 of the Standard Specifications is hereby revised for this project as follows:

608.01 Description.

Add the following:

This project includes the removal and replacement of concrete sidewalk and ADA ramps as shown on the Concrete Bid Schedule.

608.02 Materials and 703.07 Bed Course Materials (a).

Revise as follows:

Base course materials for sidewalks and bikeways shall meet the requirements of 703.03, Class 6 aggregate base course.

Concrete shall be a Class B in accordance with Section 601. The slump of the delivered concrete shall be the slump of the approved concrete mix design plus or minus 2.0 inches.

608.03 Concrete Sidewalks and Bikeways.

(a) Excavation.

Add the following:

Settled and sunken areas beneath concrete is to be excavated to a minimum depth of 6.0 inches and replaced with Class 6 aggregate base course. Base course material shall be compacted to a minimum of 95 percent of the maximum density determined in accordance with AASHTO T-180. This will be part of the job and included with the cost of the concrete and not paid as a separate item.

(c) Placing Concrete.

Add the following:

The concrete shall be thoroughly consolidated by tamping and spading, vibrating, or other acceptable methods.

Concrete shall not be placed on frozen ground or on frozen bed course.

(d) Finishing.

Add the following:

Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finish and Technician or other similar approved certification program.

No water shall be placed on concrete surfaces during finishing operations. The Contractor shall keep plastic sheeting or other waterproof covering available on the job site to cover and protect the surface of freshly placed concrete against rain and/or dust storms.

Surface finishing shall be minimized to prevent dilution and weakening of the concrete mixture at the surface. Finishing with steel trowels will not be allowed.

It shall be the Contractor's responsibility to protect new concrete against vandalism, vehicular damage and defacement of any kind until it has been accepted by the County. All damaged or defaced concrete shall be repaired or replaced, as directed, at the Contractor's expense.

(e) Joints.

Revise as follows:

Transverse expansion joints shall be placed in sidewalk at both ends of intersection radii, and at other locations shown on the plans. The maximum spacing of expansion joints in continuous sidewalk shall be 500 feet. Isolation expansion joints shall be placed around all appurtenances such as manholes, utility poles, sign posts, etc. and between new concrete and any fixed structure such as a building or bridge.

Contraction joints shall be installed at a uniform spacing of a maximum of 10 feet, or 1.5 times the width, whichever is less, and a minimum of 5 feet. Contraction joints may be formed with a jointing tool or by saw cutting after the concrete has hardened. Sawed joints shall be installed immediately after the concrete has hardened and before irregular shrinkage cracks form in the concrete. When contraction joints are saw cut, hand tooled contraction joints shall be installed at intervals not to exceed (50) fifty feet to prevent shrinkage cracking before the remaining joints are cut.

When new concrete is placed adjacent to existing concrete, the joint type and spacing shall match those in the existing concrete.

(f) Curing.

Revise as follows:

Curing shall be in accordance with Section 601.13 except that minimum curing period shall be three days and maturity meters are not required.

Vehicular traffic shall not be allowed on new concrete until 5 days after placement or until the concrete reaches a compressive strength greater than or equal to 80 percent of design strength.

Add the following paragraphs:

(g) Surface Tolerance. Concrete shall be finished to a smooth and uniform surface, which shall at no point deviate from plan elevation more than ¼ inch. On sidewalks and path, no low spots or depressions shall be detectable when tested with a 10 foot straight edge laid transverse to the longitudinal centerline. Sections of sidewalk on which water ponds or does not drain from the surface, shall be removed and replaced at Contractor's expense.

(h) Detectable Warnings. Detectable warnings shall be installed on new curb ramps, and where shown on the plans, in accordance with CDOT Standard Plan details. Detectable warnings provided shall

be ADA truncated domes listed on CDOT Approved Product List. When a detectable warning plate is cut, any portions of the domes that are cut shall be ground off.

608.05 Method of Measurement.

Revise as follows:

Concrete sidewalk and curb ramps will be measured by the square foot of finished surface.

608.06 Basis of Payment.

Add the following:

The pay item for ADA Ramp shall include full compensation for furnishing and installing an approved concrete curb ramp with detectable warning system.

Pay Item	Pay Unit
Concrete Sidewalk (Detached) Square Foot	Square Foot
ADA Ramp	Square Foot

The following items are considered incidental to the various concrete items and will not be measured or paid for separately: removal of existing concrete and all waste material, saw cutting, cure and seal compounds, joint materials, tie bars, dowel bars, reinforcing steel and insulating blankets or heating required for concrete protection.

**REVISION OF SECTION 609
CURB AND GUTTER**

Section 609 of the Standard Specifications is hereby revised for this project as follows:

609.01 Description.

Add the following:

This project includes the removal and replacement of concrete curb, gutter, monolithic sidewalk, driveways, drainage pans and filets, as shown on the Concrete Bid Schedule.

Concrete in the road's travel lanes will be a minimum of 8.0 inches in thickness. This includes gutter pans, cross drains, and concrete pavement (fillets and flatwork). The gutter pans will have two # 5 rebar placed 8 inches in from each outside edge. The cross drains and concrete pavement will have #5 rebar spaced at 12" o.c

When necessary because of grade change greater than 1/2 inch, impacted driveways will be replaced no further than 4' feet from the back edge of the curbing, gutter or back edge of the

Curb ramps placed by property owners in gutter pans to aid in accessing driveways or private sidewalks will not be reinstalled. Concrete, asphalt, road base, vegetation and other materials that are removed as part of gutter pan replacement will be hauled away by the contractor at no additional cost to the contract. Metal pipes, beams, channel plates and grates used as part of the curb ramps are to be left at the property they are used to access.

609.02 Materials and 703.07 Bed Course Materials (a).

Revise as follows:

Base course materials for curb and gutter shall meet the requirements of 703.03, Class 6 aggregate base course.

Concrete shall be a Class B in accordance with Section 601. The slump of the delivered concrete shall be the slump of the approved concrete mix design plus or minus 2.0 inches.

609.03 Cast-in-Place Concrete Curb.

(a) Excavation.

Add the following:

The subgrade under base course material for all concrete shall be adjusted to optimum moisture content and uniformly compacted to no less than 95 percent of the maximum density determined in accordance with AASHTO T-99. Bed course material shall be placed on prepared subgrade to the dimensions shown on the plans and compacted to a minimum of 95 percent of the maximum density determined in accordance with AASHTO T-180.

(b) Forms.

Add the following:

Where concrete curbs, gutters, drainage pans or fillets are to be removed and replaced adjacent to asphalt pavement, the existing pavement edge may be used as a face form for the new concrete if the pavement edge is

not damaged, straight, and level with the new concrete grade. Asphalt may be cut and removed to the extent necessary for form placement and will be restored by the Contractor as part of the work. Asphalt patching must be completed before overlaying a road and will not be paid for as a separate item.

(d) Sections.

Add the following:

When new concrete is placed adjacent to existing concrete, the joint type and spacing shall match those in the existing concrete. Any new concrete that butts up to existing concrete will be dowelled with #4 rebar at 12" o.c. Heaved sections of concrete will also have an expansion joint placed at the location of the heaved sections.

Gutter flow lines must match those at both ends of the new replacement section.

(e) Expansion Joints.

Add the following:

Expansion joints shall be placed in curb and gutter at both ends of intersection radii, and at other locations shown on the plans. The maximum spacing of expansion joints in continuous curb and gutter shall be 500 feet. Isolation expansion joints shall be placed around all appurtenances such as manholes, utility poles, sign posts, etc. and between new concrete and any fixed structure such as a building or bridge.

(f) Curing.

Revise as follows:

Curing shall be in accordance with Section 601.13 except that minimum curing period shall be three days and maturity meters are not required.

Vehicular traffic shall not be allowed on new concrete until 5 days after placement or until the concrete reaches a compressive strength greater than or equal to 80 percent of design strength.

609.06 Method of Measurement

Add the following:

Concrete Fillet will be measured by the square foot and will include the integral curb and gutter. Integral curb, gutter and sidewalk will be measured by the lineal foot of each type or width (toe of gutter to back of sidewalk).

609.07 Basis of Payment

Add the following:

Pay Item	Pay Unit
Concrete Fillet	Square Foot
Concrete Drainage Pan	Square Foot
Monolithic Curb, Gutter and Sidewalk	Lineal Foot
Curb and Gutter	Lineal Foot

The following items are considered incidental to the various concrete items and will not be measured or paid for separately: removal of existing concrete and all waste materials, saw cutting, cure and seal compounds, joint materials, tie bars, dowel bars, reinforcing steel and insulating blankets or heating required for concrete protection.

**REVISION OF SECTION 627
PAVEMENT MARKING**

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

627.03 General.

Add the following:

Immediately upon completion of the paving of each street section or days paving, whichever comes earlier, the Contractor shall install temporary pavement markings that consist of reflective metal-backed pavement marking tape placed on the centerline of the road. The reflective markings shall be a minimum of 18 inches in length and spaced at forty-foot intervals.

627.13 Basis of Payment

Add the following:

Temporary centerline pavement marking will not be paid for separately but will be included in the cost of the work.

REVISION OF SECTION 630 CONSTRUCTION ZONE TRAFFIC CONTROL

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

630.10 Transportation Management Plan.

Delete the last sentence of the first paragraph and add the following:

The Contractor shall submit for approval, a Traffic Control Plan (TCP) prepared by an American Traffic Safety Services Association (ATSSA) certified individual or a professional traffic engineer, consistent with the M.U.T.C.D. 7 days prior to the pre-construction meeting. The TCP shall include, but not be limited to, providing and maintaining all detours and providing access for residence and property owners at all times. The TCP shall include the placement of a variable message board to operate for a week prior to a road closure to notify the public of the road closure. The County shall provide comment and/or approval of the TCP. The contractor shall use the approved TCP for the Method of Handling Traffic (MHT).

630.11 Traffic Control Management.

Revise as follows:

During periods of static traffic control when there are not any changes in traffic control devices or operations, the inspection of traffic control devices and generation of the traffic control diary can be accomplished by the Contractor's Superintendent or others serving in similar supervisory capacities that have completed the required traffic control training listed. Diaries may be submitted weekly documenting the daily inspections that have occurred during that time frame. Whenever traffic control is revised or flagging operations are conducted, a certified Traffic Control Supervisor will be required. All other duties of the Traffic Control Supervisor remain as specified.

630.14 Flagging and Pilot Car Operation.

Revise as follows:

Delete all reference to reimbursement for flagging. Flagging will be considered incidental to the cost of the work.

630.18 Basis of Payment.

Delete in its entirety and add the following:

Traffic Control shall include all signs necessary to advise motorists of the construction and all flagging necessary to control traffic through the construction area.

EXHIBIT B
PAYMENT SCHEDULE

The quantities and portions of the work listed in the bidding sheet 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. Payment 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.

This project is jointly funded by Mesa County and the City of Grand Junction per a Memorandum of Understanding (MOU) (Exhibit E). As a result of this MOU, the contractor will need to invoice both the City of Grand Junction and Mesa County separately, in accordance with the MOU, for the work performed in each jurisdiction during the monthly progress payments. Retainage from each said monthly progress payment will be tracked and handled separately per agency. Retainage may be released following the contractor's written request for a Certificate of Substantial Completion and no less than 30 days of advertising.

IFB Patterson/F Rd Overlay-23-MN Bid sheet

2023 Mesa County & City of Grand Junction Paving Schedule for Patterson/F Rd

Contractor: Oldcastle SW Group Inc., dba United Companies

Item No.	Pay Item No.	Material/ Description	Quantity	Unit	Unit Price	Total Price
1	401.22	HMA (Grading 64-28)	10,763	Ton	\$ 100.00	\$1,076,300.00
2	411.05	Prime Coat	4,784	Gallon	\$ 4.25	\$ 20,332.00
3	202.12	Milling (Mill for a 2" Mat with	95,232	Square Yard	\$ 3.75	\$ 357,120.00
4	403.05	Liquid AC Binder	645.16	Ton	\$839.00	\$541,289.24
5	627.13	Cross walk Thermal (24" white, 125 mil)	1200 LF	Square Feet	\$ 13.35	\$ 16,020.00
6	627.13	Stop Bar (12" white, 125 mil)	310 SF (MC & GJ)	Square Feet	\$ 38.60	\$ 11,966.00
7	627.13	Left Turn Arrow (left elongate arrows, 90 mil)	14	Each	\$ 382.35	\$ 5,352.90
8	627.13	Bike Symbol (left bike rider, 4'x7', 90 mil)	10	Each	\$ 430.00	\$ 4,300.00
9	604.07	Manhole Lid Adjustment (GJ 34, MC 77)	111	Each	\$ 730.00	\$ 81,030.00
10	604.07	Water Valve Adjustment (GJ 29, MC 48)	77	Each	\$ 350.00	\$ 26,950.00

11	629.09	Survey Monument Box Adjustment (GJ 4, MC 8)	12	Each	\$ 352.50	\$ 4,230.00
12	403.03	Intersections	23	Each	\$ 5,775.00	\$ 132,825.00
13	626	Mobilization	1	Each	\$ 158,045.17	\$ 158,045.17
14	630.19	Traffic Control	1	Lump Sum	\$ 289,235.00	\$ 289,235.00
15	109.04	5% Force Account	1	Lump Sum	\$ 135,004.69	\$ 135,004.69

Total Bid Amount \$ 2,860,000.00

Bid Amount: Two million eight hundred sixty thousand Dollars
and zero cents

MESA COUNTY, COLORADO

BID

Patterson/F Rd Overlay-23-MN

CONTRACTOR NAME: Oldcastle SW Group, Inc. dba United Companies

ADDRESS: 2273 River Road, Grand Junction, CO 81505

PHONE: 970-243-4900

To: Mesa County, Division of Transportation
200 South Spruce Street
Grand Junction, Colorado 81502

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 entitled IFB Patterson/F Rd Overlay-23-MN, 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:

TOTAL BASE BID: \$ 2,860,000.00

"Total Base Bids" are to be in both words and figures. In the case of discrepancy, the amount shown in words will govern.

TOTAL Two million eight hundred sixty thousand dollars and zero cents

The BIDDER acknowledges receipt of the following ADDENDA:

Addendum #1 5/8/2023 KA
Addendum #2 5/16/2023 KA

The undersigned BIDDER proposes to sublet the following work:

1. Work Description: Asphalt milling

Name of Proposed Sub-Contractor: Moutain Valley Contracting

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

2. Work Description: Traffic Control

Name of Proposed Sub-Contractor: C C Enterprises

Address of Proposed Sub-Contractor: 830 21 1/2 Road Grand Junction, CO
81505

3. Work Description: Pavement Markings

Name of Proposed Sub-Contractor: Straight Edge Striping

Address of Proposed Sub-Contractor: 695 Cloverdale Drive Grand Junction, CO
81506

4. Work Description: _____

Name of Proposed Sub-Contractor: _____

Address of Proposed Sub-Contractor: _____

5. Work Description: _____

Name of Proposed Sub-Contractor: _____

Address of Proposed Sub-Contractor: _____

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 ninety (90) 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 Fidelity and Deposit Company of Maryland, a corporation of the State of Illinois, 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% of total amount bid 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 Matt Nichols, County Designated Representative, in the Mesa County Public Works Department, telephone number 970-244-1673 or email at matt.nichols@mesacounty.us prior to the date and time of the quote closing date shown in the IFB.

Dated at Grand Junction, CO this 24th day of May, 2023.

Signatures of Bidders:

If an individual: _____ doing business as

If a partnership: _____ by

_____ member of firm.

If a corporation: Oldcastle SW Group, Inc. dba United Companies by

Kyle Alpha

Kyle Alpha, Vice President

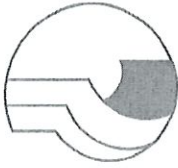
Corporate Seal:



ATTEST: Dorothy Feil

Title: Dorothy Feil, Secretary

Business Address of Bidder 2273 River Road, Grand Junction, CO 81505



**Mesa County Department of Public Works
Division of Transportation**

Physical Address: 971 Coffman Rd, Whitewater, Colorado 81527
Mailing Address: PO Box 20,000, Grand Junction, Colorado 81502-5025
Phone (970) 244-1873 Fax (970) 243-3519 e-mail: Matthew.Nichols@mesacounty.us

Addendum #1

To

**Mesa County & City of Grand Junction Joint Overlay Program 2023
IFB Patterson/F Rd Overlay-23-MN**

Date: May 8th, 2023

From: Matt Nichols, Project Coordinator

This addendum shall be a part of the contract documents for the above project and is hereby made effective on the date shown above. All other terms and conditions of the contract documents not addressed in this addendum shall remain unchanged.

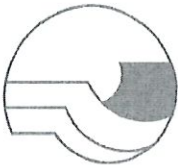
The bidder shall acknowledge receipt of this addendum on the form provided. A copy of the acknowledgment form shall accompany the bid. Failure to do so may subject the bidder to disqualification.

These addenda will add the terms and scope of the contract.

Addition of Mandatory Pre-Bid Meeting to the IFB Advertisement

The mandatory pre-bid meeting will be held Thursday, May 11th, 2023 at the Mesa County Central Services building located at **200 S Spruce St, Grand Junction, CO 81501. Room 040.**

Attached: None

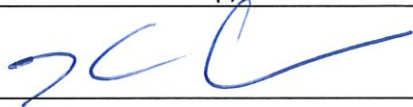


**Mesa County Department of Public Works
Division of Transportation**

971 Coffman Rd, Bldg. B, 2nd Floor • Whitewater, Colorado 81527-5025
Phone (970) 244-1673 • Fax (970) 243-3519 • e-mail Matthew.Nichols@mesacounty.us

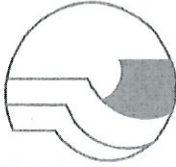
**Addendum #1
To
Mesa County 2021 Overlay Project
IFB No. 21-03043**

Contractor: Oldcastle SW Group, Inc. dba United Companies

By: 

Title: Kyle Alpha, Vice President

Date: May 24, 2023



**Mesa County Department of Public Works
Division of Transportation**

Physical Address: 971 Coffman Rd, Whitewater, Colorado 81527
Mailing Address: PO Box 20,000, Grand Junction, Colorado 81502-5025
Phone (970) 244-1873 Fax (970) 243-3519 e-mail: Matthew.Nichols@mesacounty.us

Addendum #2

To

**Mesa County & City of Grand Junction Joint Overlay Program 2023
IFB Patterson/F Rd Overlay-23-MN**

Date: May 16th, 2023

From: Matt Nichols, Project Coordinator

This addendum shall be a part of the contract documents for the above project and is hereby made effective on the date shown above. All other terms and conditions of the contract documents not addressed in this addendum shall remain unchanged.

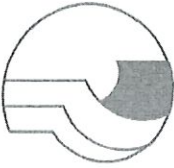
The bidder shall acknowledge receipt of this addendum on the form provided. A copy of the acknowledgment form shall accompany the bid. Failure to do so may subject the bidder to disqualification.

These addenda will add the terms and scope of the contract.

Please add the attached Bid Schedule to the Bid Packet.

This bid schedule had a place for contractor to write in the total project number as well as write out the entire bid amount. This will need to be included in the sealed bid envelope.

Attached: **Overlay Quantities Bid Schedule**



**Mesa County Department of Public Works
Division of Transportation**

971 Coffman Rd, Bldg. B, 2nd Floor • Whitewater, Colorado 81527-5025
Phone (970) 244-1673 • Fax (970) 243-3519 • e-mail Matthew.Nichols@mesacounty.us

**Addendum #2
To
Mesa County & City of Grand Junction Joint Overlay Program 2023
IFB Patterson/F Rd Overlay-23-MN**

Contractor: Oldcastle SW Group, Inc. dba United Companies

By: 

Title: Kyle Alpha, Vice President

Date: May 24, 2023

Bidder is required to submit

STATEMENT OF BIDDERS QUALIFICATIONS

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:

Oldcastle SW Group, Inc. dba United Companies

2. Permanent main office address, email and phone number:

2273 River Road, Grand Junction CO 81505

3. When organized:

August 20, 2001

4. If a corporation, where incorporated:

Colorado

5. How many years have you been engaged in contracting business under your present trade name?

70 Years

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:

See Attached

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:

Wells Fargo, 359 Main Street, Grand Junction CO 81501
Mr. Steve Irion, 970-248-4841

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: See Attached

Dated at: Grand Junction, CO 81505

This 24th day of May, 2023.

Name of Bidder
 Oldcastle SW Group, Inc. dba United Companies
 By: [Signature]
 Title: Kyle Alpha, Vice President

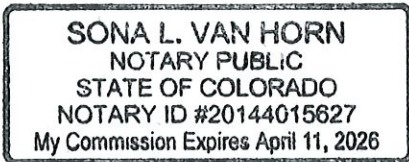
State of Colorado)

ss.

County of Mesa)

Being duly sworn deposes and says that he/she is Kyle Alpha, Vice President of Oldcastle SW Group, Inc. dba United Companies and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this 24th day of May, 2023.



[Signature]
 Notary Public

Address _____

(seal)

My Commission Expires: April 11, 2026 ^{SON}

NOTICE OF AWARD

Project: Mesa County & City of Grand Junction Joint Overlay Program 2023

IFB Number: Patterson/F Rd Overlay-23-MN

To: Oldcastle SW Group, Inc. dba United Companies

The County has considered the Bid submitted by you for the above-described work in response to its Advertisement for Bids dated May 6 and 7, 2023 and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$2,860,000.00 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 20th day of June, 2023

By: Matt Nichols
Title: Project Coordinator

Address: Mesa County Division of Transportation
970 Coffman Rd., Bldg. B, 2nd Floor
Whitewater, Colorado 81527

ACCEPTANCE OF NOTICE

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

Kyle Alpha, Vice President of Oldcastle SW Group, Inc
dba United Companies, This _____ day of June, 2023.

By: [Signature]
Title: Kyle Alpha, Vice President
Telephone 970-243-4900

EXHIBIT C

MESA COUNTY CONSTRUCTION SERVICES CONTRACT INSURANCE REQUIREMENTS

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 agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by County's Contract Administrator.
2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement, 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 County, with a copy to 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, County and 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 Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, *et seq.*, 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 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 County 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 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.
 - 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.

7. The policies required by paragraphs (B) and (C) above shall be endorsed to specify; "Mesa County Board of County Commissioners, and 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 "ACORD 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 County. Items listed below, which have been marked with an "X" are required of Contractor by 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 (if applicable)

— — PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

— — 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.

— — 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.

JD 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."



Fidelity and Deposit Company of Maryland

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Oldcastle SW Group, Inc., dba United Companies of Mesa County, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto Mesa County, Colorado as Obligee, (hereinafter called the "Obligee"), in the sum of FIVE PERCENT OF TOTAL AMOUNT BID Dollars (\$5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Mesa County & City of Grand Junction Joint Overlay IFB-Patterson/F Road Overlay-23-MN .

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of May A.D. ,2023.

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

By [Signature] Kyle Alpha, Vice President



[Signature] Dana Duffy Witness

[Signature] Sona VanHorn Witness

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By [Signature] (SEAL) Greg White, Attorney in Fact

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Kyle ALPHA, Dorothy FEIL, Debbie ELLIOTT, Janel TANNER, Jeffrey KELLER and Greg WHITE, all of Grand Junction, Colorado**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bid bonds issued on behalf of **Oldcastle SW Group, Inc., Oldcastle SW Group, Inc. dba United Companies, Oldcastle SW Group, Inc. dba Telluride Gravel and Oldcastle SW Group, Inc. dba APC Construction Co.**, each with a penalty not to exceed the sum of \$1,000,000, and the execution of such bid bonds in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of March A.D. 2022.



ATTEST:

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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 10th day of March, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of May, 2023.



MJ Pethick

Mary Jean Pethick, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com

ACTION BY WRITTEN CONSENT
IN LIEU OF AN ANNUAL MEETING OF
THE BOARD OF DIRECTORS
OF
OLDCASTLE SW GROUP, INC.

The undersigned, being all of the members of the Board of Directors of Oldcastle SW Group, Inc., a Colorado corporation (the "*Corporation*"), do hereby, pursuant to §7-108-202 of the Colorado Business Corporation Act, give this written consent (a) to the dispensation of an annual meeting of the Board of Directors of the Corporation and (b) to the taking of the following actions, such actions to have the same force and effect had a meeting been duly called and held:

I. ELECTION OF OFFICERS

RESOLVED, that effective March 3, 2022, all previous elections of officers are terminated, and the following persons be, and hereby are, elected to serve as officers of the Corporation (each individually, an "*Officer*" and collectively, the "*Officers*") in the capacities set forth opposite their respective names until such time as their successors shall be elected and qualified:

Richard Umbel	President
Kyle Alpha	Vice President
Martin Merx	Chief Financial Officer
Dorothy Feil	Secretary, Treasurer, Controller

FURTHER RESOLVED, that the Officers be, and each of them hereby is, authorized to execute and deliver agreements, contracts, documents, certificates, and other instruments, under the seal of the Corporation if required, for the purpose of conducting the Corporation's business, including without limitation, selling products and securing construction work, and to take such other action, as they may deem necessary, advisable, convenient, or appropriate to carry out and fully perform duties incident to the office or offices so appointed, and such other duties as may be prescribed by the Board of Directors from time to time;

FURTHER RESOLVED, that the following persons are hereby designated officers solely for the purpose of attesting signatures of other officers on behalf of the Corporation, and for executing and attesting various corporate documents, tax returns, affidavits, and similar such instruments as may be necessary from time to time:

Tim George	Assistant Secretary	Xavier Balderas	Assistant Secretary
William P Jones	Assistant Secretary	David C. Lewis	Assistant Secretary
David M. Toolan	Assistant Secretary	Michael F. Deaton	Assistant Secretary

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, appoint other persons to serve as authorized employees, or remove any individuals from this capacity, and to direct those appointed to take such action, as he may deem necessary, advisable, convenient or appropriate to carry out and fully perform the duties incident to the office of President.

II. REMOVALS

RESOLVED, that any current officers of the Corporation not elected in the foregoing resolution are hereby removed.

III. AUTHORIZATION OF TRADE AND DIVISIONAL NAMES

RESOLVED, that the activities and operations of the Corporation may be carried on in any of the following manners or styles as may from time-to-time be deemed necessary or appropriate:

**Asphalt Paving Company
Alpine Rock Company
APC Construction Company
APC Southern Construction Company
B&B Excavating
Delta Sand & Gravel Co.
Four Corners Materials
Telluride Gravel
United Companies of Mesa County
United Paving, Incorporated
United Redi-Mix, Inc.
United Sand and Gravel Company, Inc.
United Companies**

FURTHER RESOLVED, that the President of the Corporation may, from time to time, without further action by the Board of Directors, authorize the use of additional trade names, and to deem unauthorized any trade name previously authorized, as he may deem necessary, advisable, convenient or appropriate.

IV. MISCELLANEOUS

RESOLVED, that all actions previously taken by any Officer of the Corporation appointed hereunder in his/her capacity as such Officer be, and each of them hereby is, adopted, ratified, confirmed and approved in all respects as the authorized acts and deeds of the Corporation;

FURTHER RESOLVED, that each undersigned agrees that electronic signatures, whether digital or encrypted, of the Board of Directors are intended to authenticate this consent and to have the same force and effect as manual signatures. As used in the previous sentence, the term "electronic signatures" means any electronic sound, symbol or process attached to or logically associated with this consent and executed and adopted by a member of the Board of Directors with the intent to sign such consent, including, but not limited to, e-mail electronic signatures executed through DocuSign; and

FURTHER RESOLVED, that this Consent, following execution by all of the members of the Board of Directors, be filed in appropriate order in the minute book of the Corporation.

DocuSigned by:



C914F8E5159A404...
Scott Parson

Document A312TM – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

Bond Number: 9433567

CONTRACTOR:

(Name, legal status and address)

Oldcastle SW Group, Inc. dba United Companies
2273 River Rd
Grand Junction, CO 81502

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
State of Inc: IL

OWNER:

(Name, legal status and address)

County of Mesa, Colorado
PO Box 20,000
Grand Junction, CO 81502

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$2,860,000.00

Description: (Name and location)

Mesa County & City of Grand Junction Joint Overlay Program 2023

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$2,860,000.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Oldcastle SW Group, Inc. dba United Companies

Signature:

Name Kyle Alpha
And Title: Vice President

(Any additional signatures appear on the last page of this Performance Bond)

SURETY

Company: (Corporate Seal)
Fidelity and Deposit Company of Maryland

Signature:

Name Linda Lee Nipper, Attorney-in-Fact
And Title:

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:
Marsh

Marsh USA LLC
15 W South Temple Ste 700
Salt Lake City, UT 84101
206.257.8943

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

Document A312TM – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

Bond Number: 9433567

CONTRACTOR:

(Name, legal status and address)

Oldcastle SW Group, Inc. dba United Companies
2273 River Rd
Grand Junction, CO 81502

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056
State of Inc: IL

OWNER:

(Name, legal status and address)

County of Mesa, Colorado
PO Box 20,000
Grand Junction, CO 81502

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount: \$2,860,000.00

Description: (Name and location)

Mesa County & City of Grand Junction Joint Overlay Program 2023

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$2,860,000.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Oldcastle SW Group, Inc. dba United Companies

Signature:

Name Kyle Alpha

And Title: Vice President

(Any additional signatures appear on the last page of this Payment Bond)

SURETY

Company:

(Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature:

Name

And Title:

Linda Lee Nipper, Attorney-in-Fact

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Marsh USA LLC
15 W South Temple Ste 700
Salt Lake City, UT 84101
206.257.8943

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ **16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ **17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ **18** Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 11th day of July, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2023

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).

PRODUCER Liberty Mutual Insurance Co. National Insurance East 500 N 3rd St, Suite 300 Wausau, WI 54403 www.LibertyMutual.com	CONTACT NAME: Valerie Reece
	PHONE (A/C, No, Ext): 513-867-3822 FAX (A/C, No):
E-MAIL ADDRESS: Oldcastle.certs@LibertyMutual.com	
INSURER(S) AFFORDING COVERAGE	
INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
INSURER B: Liberty Insurance Corporation	42404
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

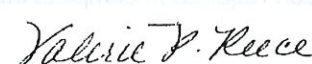
COVERAGES **CERTIFICATE NUMBER:** 75070295 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Separation of Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TB2-C81-004095-112 XCU Coverage Included	9/1/2022	9/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	AS2-C81-004095-122 AS2-C81-054502-522 Physical Damage only: Comprehensive Ded \$10,000 Collision Ded \$10,000	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	TL2-681-054523-922 (General Liability)	9/1/2022	9/1/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 Products/Completed Ops \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WA7-C8D-004095-022 All except OH, ND, WA, WY WC7-C81-004095-012 WI, MN	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

RE: Mesa County 2023 Overlay Project.
 Mesa County, Colorado is listed as additional insured with regards to the general liability, automobile liability, and excess liability policies, on a primary and non-contributory basis, where required by written contract.
 Waiver of subrogation is included in favor of the additional insured, where required by written contract, and where applicable by law.

CERTIFICATE HOLDER Mesa County, Colorado PO Box 20,000 Grand Junction CO 81502-5013	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Valerie Reece
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POLICY NUMBER: TB2-C81-004095-112

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location(s) Of Covered Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-C81-004095-112
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Person(s) or Organization(s): Any person or organization for which such coverage is required by written contract prior to a loss

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

POLICY NUMBER: TB2-C81-004095-112

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

POLICY NUMBER: AS2-C81-004095-122

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p> <p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-C81-004095-122
Issued by: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

POLICY NUMBER: AS2-C81-004095-122

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Policy Number: TL2-681-054523-922
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY COVERAGE FORM

If a Named Insured enters into a contract that requires the Named Insured to furnish insurance to one or more additional insureds on this policy on a primary and non-contributory basis with limits of insurance that exceed the total of the Underlying Limits of Liability shown in Item 3 of the Declarations, the following will apply:

- (1) this insurance will apply immediately upon exhaustion of the Underlying Limits of Liability for the applicable underlying insurance as respects the coverage afforded to such additional insured, but only to the extent required by contract; and
- (2) to the extent required by contract, this insurance will apply before any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured on which the additional insured is a named insured, and we will not seek contribution from such insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

EXCESS LIABILITY POLICY FORM

SCHEDULE

<p>Name of Person or Organization: As required by written contract or agreement entered into prior to loss.</p>
--

The following is added to **Section II – CONDITIONS**, Paragraph K. Subrogation:

We waive any right of recovery we may have against any person or organization, shown in the Schedule above, with whom you have agreed in writing prior to an "occurrence" to waive your rights because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Alaska, Kentucky, New Hampshire, New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska and Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont and West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of New York and Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$250 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total

manual premium.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-C8D-004095-022

Effective Date

Premium \$

Issued to CRH Americas, Inc.

Endorsement No.

EXHIBIT D

MESA COUNTY CONSTRUCTION SERVICES AGREEMENT STANDARD CONDITIONS

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. 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. 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 is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of County and any attempt to assign this Contract without the prior express written consent of County shall render the Contract null and void with respect to the attempted assignee.
6. 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 protection of County in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

7. County, or its designee, may, at reasonable times, during the term of this Contract or for two years after its termination or expiration, audit Contractor's books with regard to this Contract, and Contractor shall retain its books and records for the required period.

8. This is not an exclusive Contract. County may, at its sole discretion, contract with other entities for work similar to that to be performed by 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 Mesa County 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 substantially prevailing party for costs and reasonable attorney's fees.

10. Contractor agrees that any information received by Contractor during any furtherance of the Contractor's obligations hereunder will be treated by Contractor as confidential and will not be revealed to other persons, firms or organizations.

11. 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 agreement of the parties, and it supersedes all prior written or verbal agreements or understandings between the parties concerning the subject matter of this Contract. This Contract may only be amended or modified by a written agreement signed by each party and approved in the same manner as the original Contract.

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. Notwithstanding anything herein to the contrary, provisions of this Contract requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by County if Contractor fails to perform or comply as require.

15. Contractor shall, to the extent permitted by law, indemnify, save, and hold harmless 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 Contractor or the subcontractor, if

any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to County under this paragraph include claims against 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 County as herein provided, and such obligation exists even if the claim is fraudulent or groundless. However, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as amended.

16. COUNTY'S RIGHT TO WITHHOLD PAYMENT: County may withhold from any payments due to Contractor, to such extent as may be necessary to protect County from loss because of:

- A. Defective work not remedied;
- B. Claims filed by third parties or reasonable evidence indicating probable filing of such claims attributable to fault on the part of Contractor or any of its subcontractors of any tier, or suppliers;
- C. Contractor's failure to make payments properly to subcontractors, suppliers, or others performing portions of the Work or furnishing materials, equipment, or other services;
- D. A reasonable doubt that this Contract can be completed for the unpaid balance of the Contract Sum;
- E. Damage to the County or any separate subcontractor(s);
- F. Reasonable evidence that the Work will not be completed within the Contract Time;
- G. Failure to carry out the Work in accordance with the Contract;
- H. Contractor's failure to obtain necessary permits or licenses, or to comply with applicable codes, laws, and regulations;
- I. Failure of Contractor to keep its work progressing in accordance with the Construction Schedule;
- J. Contractor's failure to provide for proper superintendence on the site.
- K. Materials acquired by Contractor which are not on-site, or stored in a bonded warehouse.

17. APPLICATION FOR PAYMENT: Contractor shall submit the Application For Payment on AIA Form G702 for the period beginning on the first (1st) of the month through and including the twenty-fifth (25th) of the month for payment by the fifteenth (15th) of the following month. Contractor shall accompany all Applications for Payment with its valid lien waiver for the period of time covered by the Application for Payment, and except for the first Application for Payment, with valid lien waivers from all subcontractors, suppliers, and others, who may be entitled to assert a lien on the project or work, for the period of time covered in the immediately preceding Application for Payment. Contractor is advised that no exceptions to this provision will be made, and any Application for Payment not accompanied by proper lien

waivers will be cause for the immediate rejection of the Application for Payment. Prior to or at the time of submitting the first Application for Payment, Contractor must provide County with a Colorado Department of Revenue Exemption Certificate for tax exemption purposes, if applicable.

18. **RETAINAGE:** Pursuant to C.R.S. 24-91-103, as amended, County, if awarding a contract exceeding one hundred fifty thousand dollars for the construction, alteration or repair of any highway, public building, public work, or public improvement, structure, or system, including real property, shall be authorized to make partial payments of the amount due under such contract at the end of each calendar month, or as soon thereafter as practicable, to the Contractor, if the Contractor is satisfactorily performing under the contract. County shall pay at least ninety-five percent of the calculated value of completed work. The withheld percentage of the contract price of any contracted work, improvement, or construction may be retained until the contract is satisfactorily and finally accepted by County. County may, at its sole discretion, reduce or eliminate the retainage when it appears that such retainage is not necessary to adequately protect County. Any reduction or elimination of the retainage shall be with the approval of Contractor's sureties, if any.

Upon completion of the Work, and prior to the payment of the retainage, if any, County shall publish in a newspaper published in Mesa County, a Notice of Contractor's Settlement, which Notice shall state the Work has been completed and accepted and that Contractor is entitled to final settlement and that upon thirty (30) days notice following the date of publication, specifying the exact date, County will pay the full balance due as final payment, and that persons having claims for labor or materials furnished Contractor shall present the same to County prior to said date specified for such payment.

Nothing contained herein shall be construed as relieving Contractor and sureties, if any, from any claim or claims for work or labor done or materials or supplies furnished in the execution of this Contract.

19. **PROPERTY OF COUNTY:** All drawings, specifications, reports, models, and other materials and copies thereof including electronic media prepared and furnished to or by Contractor are and shall be and remain the property of County, whether the Project for which they are made be executed or not. With the exception of one (1) contract set and one (1) as-built set for Contractor, such documents are to be returned or suitably accounted for to County on request at the completion of the project or Work. All of the preceding documents may be used by the County in whole or in part, or in modified form for all purposes County may deem advisable in connection with the completion, maintenance of and additions to the Project, without further employment of or payment of any compensation to Contractor.

20. **TIME FOR PERFORMANCE:** Contractor's services shall commence upon the execution of the Notice to Proceed. Contractor understands and agrees that time is of the essence with respect to its performance of all of its obligations hereunder. Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. Contractor shall prepare and submit to County, a Construction Schedule for the

Work, which shall provide for the expeditious and practicable execution of the Work.

21. **TERMINATION OR EXPIRATION:** Upon termination or expiration of this Contract, Contractor shall immediately cease work, and deliver to the County all keys and copies of any documents, papers, calculations, notes, reports, electronic disks or any other technical papers which have been prepared by Contractor under the terms of this Contract. This shall include delivery of and title to all materials and supplies paid for but not installed in the Project whether stored on or off the site.

22. **CONTRACT AMENDMENTS:** Contractor agrees that it shall not reasonably withhold its consent to any amendments or modifications to this Contract as may be requested by County. All amendments shall be in the form of a written instrument.

23. **CONFLICT OF INTEREST:** No subcontractor or sub-subcontractor shall be engaged to perform work on the project wherein a conflict of interest exists, such as being connected with the sale or promotion of equipment or material which may be used on the project; provided, however, that in unusual circumstances and with full disclosure to County of such interest, County may permit a waiver, in writing, with respect to the particular subcontractor or sub-subcontractor.

24. **REJECTION AND CORRECTION OF WORK:** The Contract Administrator for County shall, in the first instance, be the judge of the performance of Contractor, its subcontractors of all tiers, and its suppliers, as it relates to compliance with the Contract Documents and quality of workmanship and material. Should any defective work or material be discovered by County during the progress of the Project, or should reasonable doubt arise as to whether certain material or work is in accordance with this Contract, the value of such defective or questionable material or work shall not be included in any Application for Payment, or if previously included, shall be deducted by Contractor in its next Application for Payment.

The Contract Administrator for County will have authority to reject work which does not conform to the Contract Documents. Any defective material or workmanship may be rejected by County's Contract Administrator at any time before the final completion of the Work, even though the same may have been previously overlooked and approved for payment.

The Contractor shall promptly and no later than ten (10) days after the date of written notice from County's Contract Administrator rejecting such work, proceed at Contractor's expense, to correct, replace, and re-execute, all defective work, whether or not fabricated, installed or completed, or if so required, remove it from the site and replace it with work which conforms to the requirements of the Contract Documents.

If Contractor fails to correct, replace, or re-execute any defective work within the ten (10) days set forth above or persistently fails to carry out the Work in accordance with the Contract Documents, County may correct and remedy any such deficiency. Contractor shall be responsible to County for and shall bear all applicable direct, indirect, and consequential costs and damages attributable thereto, including but not limited to all fees and charges of any professionals made

necessary thereby, all costs of repair and replacement of work of County and others including separate contractor(s) destroyed or damaged by correction, all costs of removal or replacement of Contractor's defective Work, any delay or liquidated damages, together with such other damages which County may suffer, and an appropriate Change Order shall be issued deducting both sums from the payments then and thereafter due Contractor. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall promptly pay the difference to County.

25. CHANGE ORDERS: County, without invalidating this Contract and without notice to any surety, may order extra work or make changes by altering, adding to, or deducting from the Work, and the Contract Sum and Contract Time, shall be adjusted as appropriate. The Contract Sum and Contract Time may be changed only by change order. No extra work or change in the Work shall be made unless by a written Change Order or Construction Change Directive. No claim for any change to the Contract Sum or Contract Time shall be valid unless so ordered.

A Change Order signed by Contractor conclusively establishes Contractor's full and complete agreement therewith, including any adjustment in the Contract Sum and Contract Time or the method of determining them, and that the same constitutes the full and complete settlement and resolution of the subject of the Change Order.

The amount of any adjustment for any items deleted from the Work shall be estimated at the time it is authorized to be deleted, and the agreed adjustment shall be deducted from subsequent monthly Applications for Payment.

When both additions and deletions are involved in a Change Order and Contractor is entitled to an adjustment to the Contract Sum, the adjustment shall be figured on the basis of net increase or decrease, if any, with respect to that Change Order.

26. CLEAN-UP: Contractor shall at all times keep the building(s) and site free from all surplus material and all waste material, dirt, and rubbish caused by its performance of the Work, including but not limited to its subcontractors of all tiers, and suppliers. Contractor shall, immediately prior to final completion of the Work, remove all tools, equipment, scaffolding, trailers, temporary facilities, and effects of Contractor's operations, and shall leave the Work thoroughly clean as may be necessary to make the building and site ready for occupancy.

27. CLOSEOUT DOCUMENTATION: Before County shall accept the Work and publish a Notice of Final Settlement, and before final payment of any remaining retained percentage shall become due, Contractor shall deliver to County:

- A. All guarantees and warranties required by the Project;
- B. Statements to support local sales and use tax refunds;
- C. Two (2) complete sets of any required operations and maintenance manuals and instructions for installed equipment, (if applicable);
- D. Two (2) sets of as-built drawings with one (1) as a sepia of each sheet and the

- other as a red-lined copy of each sheet;
- E. To the extent not already furnished, two (2) copies of all corrected Shop Drawings (if applicable);
 - F. A complete and final waiver and/or release of any and all lien rights and lien waivers from each subcontractor of all tiers, material men, supplier, manufacturer, and dealer, for all labor, equipment, material, and all other items used or furnished by each on the Work. If any subcontractor, material man, supplier, or other, refused to furnish a waiver or release required by County, County shall be entitled to retain out of the Contract Sum a sum of money sufficient to protect County against such lien or potential lien, or Contractor may furnish a bond satisfactory to County;
 - G. All keys, manuals, and maintenance stocks to County; and
 - H. Consent of the surety to final payment.

28. **WAIVER OF BREACH:** No waiver of any breach of this Contract shall be held to be a waiver of any other breach. The invalidity of any one or more of the covenants, phrases, sentences, clauses, or provisions of this Contract or any part thereof; and in the event any one of the same shall be declared invalid, this Contract shall be construed as if such invalid portion had not been inserted provided the same does not work a substantial injustice.

29. **CONFLICTS WITHIN DRAWINGS, PROJECT MANUAL AND/OR CONTRACT:** The information shown on the Drawings and/or given in the Project Manual is believed to be accurate, but the accuracy is not guaranteed by County. In the case of a disagreement between the Drawings, the Project Manual and/or this Contract, the more restrictive provision and the better quality or greater quantity of work shall govern and shall be included in the work and in the Contract.

30. **BONDS:** The Contractor shall furnish a Bond for 100% of performance, materials, and labor.

31. **FORCE MAJEURE:** Neither Contractor nor County shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure." As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, pandemic or epidemic, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.

Exhibit E

MEMORANDUM OF UNDERSTANDING between The City of Grand Junction and Mesa County, Colorado for the CONSTRUCTION OF PATTERSON ROAD (F ROAD) OVERLAY PROJECT

The parties to the Memorandum of Understanding (“AGREEMENT”) are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado (“COUNTY”), and the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado (“CITY”).

I. Introduction

Both the City and the County (“the Parties” or “Parties”) have responsibilities for maintaining the roadways under their respective jurisdictions. The Parties recognize that transportation maintenance decisions by one party effect similar decisions by the other and that cooperative planning and spending can maximize the community’s resources that are available for maintenance. The Parties further recognize the need for pavement maintenance on Patterson Road (F Road) between approximately 30 Road and I-70B (“Project”). Some of Patterson Road to be maintained by and with the Project is in the City’s jurisdiction and some is within the County’s jurisdiction; however, the Parties recognize and agree that it is in their collective best interests to work cooperatively in the construction necessary for the Project.

II. Purpose

The purpose of the AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to accomplish the Project which is generally described as construction of asphalt overlay along Patterson Road (F Road) between 30 Road and I-70B.

This AGREEMENT also establishes the intention of both the CITY and COUNTY to cooperatively fund their respective shares of the bidding, construction, and quality assurance testing of and for the Project.

III. Procedure

The Parties agree that they, or each, as the specific context provides, will do the following:

- 1) Include projections in their respective budgets to cover the cost of the Project. The Parties agree that the following funds are included as shown below:

Fund Source	Amount
City Share	\$800,000
County Share	\$1,750,000
TOTAL	\$2,550,000

- 2) The Project will generally include milling and asphalt overlay and thermoplastic striping on Patterson Road (F Road) between 30 Road and I-70B. All work will be constructed to City and County standards as specified in the Project documents. Each agency will also provide paint striping and quality control testing within their respective areas of the Project separate from the budgeted amounts shown above.
- 3) The CITY will be responsible for the costs of the Project on Patterson Road between Hudson Bay Drive and the east side of the 2022 Crossroads Annexation (east of Lodgepole Street). The COUNTY will be responsible for the cost of the Project on Patterson Road (F Road) between the eastside of the 2022 Crossroads Annexation (east of Lodgepole Street) to the CDOT right-of-way of I-70B at the west side of Jackson Street.
- 4) The CITY and COUNTY will co-manage ("Project Management Team") the project from internal design through bidding and construction. The Project Management Team will consist of the respective Public Works Directors for the CITY and COUNTY. The COUNTY will provide a Construction Group Manager and Project Manager to provide contract administration and inspection. Both the CITY and COUNTY will perform their respective public relations and quality assurance testing coordinated through the Project Manager.
- 5) The COUNTY shall contract with a civil contractor ("Contractor") to construct the Project.
- 6) To minimize the effect of receiving revenue limitations under TABOR, the contract(s) will be written so that payments may be made directly to the Contractor(s) by either the CITY or the COUNTY in the amounts determined by mutual agreement of the Parties. Following execution of the contract, and upon approval of the Contractor(s) invoices by the Project Management Team, the party, CITY or COUNTY, for which the Contractor performed work that the party(ies) accept that party(ies) will make payment(s) directly to the Contractor(s).
- 7) The CITY and COUNTY will not pay equal shares of the Project but will pay for the portion of work completed in their respective areas of the Project based upon jurisdiction. The Parties agree that the total funding shown in paragraph III.1 is a budget projection only and that each Party will provide any required funding for its respective area of the Project in excess of the amounts shown in accordance with each party's respective procurement policies.

IV. Administration

- 1) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the CITY, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend as sum in the excess of appropriations available.
- 2) This AGREEMENT shall become effective when signed by the Parties. The Parties may amend the AGREEMENT by mutual written attachment as the need arises. Any party may

terminate this AGREEMENT after 30 days' notice in writing to the other with the intention to do so and fulfillment of all outstanding obligations of the AGREEMENT.

- 3) The COUNTY will advertise, receive bids, and award the bid based on the County Purchasing Policy and recommendation of the Project Management Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance, and indemnification provisions as part of the COUNTY'S contract, so the Project and the Parties are protected.

In Witness whereof, the Parties herein have cause for this AGREEMENT to be executed as of the date of the last signature shown below.

MESA COUNTY


Janet Rowland, Chair

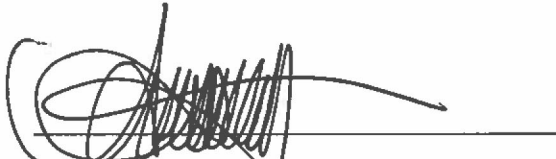
Mesa County Board of Commissioners




ATTEST:

Date: 05-09-23

CITY OF GRAND JUNCTION


Anna M. Stout, Mayor

City of Grand Junction


ATTEST:

Date: 4-24-2023



A CRH COMPANY



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Item 6: Major Contracts In Force					
Project Name and Contract Numbers	Owner's Name, Address, Contact Name and Telephone	Scope of Work Performed	Contract Amount	Percent Complete	Estimated Completion Date
South Broadway Shoulder Widening	Mesa County Public Works, 200 South Spruce St., Grand Junction CO 81501, David Gray (970) 255-5057	Mobilization, clear & grub, removals, excavation, embankment, topsoil, ABC, HMA, utilities,	\$821,622	97%	Spring 2023
STR 064A-010 SH 64 & SH 13 Meeker	CDOT Region 3, 222 South 6 th St, Grand Junction CO 81501, (970) 243-2368	Mobilization, traffic control, 1.5" overlay on SH 64, full depth reclamation, guardrail, removals, structural steel, bridge expansion device, and pavement marking.	\$6,203,538	0%	Fall 2023
NHPP 0701-253 I-70 East of Debeque	CDOT Region 3, 222 South 6 th St, Grand Junction CO 81501, (970) 243-2368	Mobilization, traffic control, 2 HMA overlay, guardrail replacement, rumble strips, (3) culvert treatments, and striping.	\$3,776,448	0%	Fall 2023
NHPP 0063-054 US 6 Clifton Improvements Project	CDOT Region 3, 222 South 6 th St, Grand Junction CO 81501, (970) 243-2368	Mobilization, median narrowing, re-configuring medians, replacing median barrier curb, full width HMA resurfacing, HMA patching, traffic signal conduit improvements, drainage improvements, CG&S, pavement marking, and traffic control.	\$16,532,430	10%	Fall 2023
NHPP 0063-048 US 6 & 20 Road Improvements	CDOT Region 3, 222 South 6 th St, Grand Junction CO 81501, (970) 243-2368	Mobilization, traffic control, roadway realignment, removals, embankment, topsoil, SWMP, ABC, HMA, drainage improvements, guardrail, signing and striping, traffic signal construction.	\$3,776,448	10%	Fall 2023
Dream Island Water Main Replacement	Duckels Construction 3500 Duckels Ct, Steamboat Springs	Water main replacement	\$420,926	33%	Summer 2023



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	CO 80487 (970) 879-6072				
Overlook Subdivision	Wagner Construction 757 Maleta Lane, #201 Castle Rock CO 80108 (720) 486-6444	Mobilization, asphalt paving, valve adjustment, manhole adjustment	\$1,363,949	29%	Summer 2023
YVRA FY2021 Deice Pad Expansion	Yampa Valley Regional Airport Hayden CO	Apron rehabilitation, glycol pad, expansion & deice collection System,	\$5,654,805	95%	Spring 2023
Lookout Point Road	Mt. Crested Butte	Mobilization, removals, excavation, HDPE drainage pipe, ABC, paving.	\$213,504	90%	Spring 2023
617 E Columbia Ave, Minarovic Residence	Fortenberry/Ricks Construction, 52 Knob Lane, Telluride CO 81435 Ryan Deppen (970) 728-4321	Mobilization, site prep, structural excavation, utilities	\$581,053	66%	Spring 2023
80 Pandora Ln (P21)	RA Nelson 51 Eagle Rd #2, Avon CO 81620 (970) 763-5006	Mobilization, site prep, structural excavation, utilities	\$483,788	32%	Summer 2023
123 E. Gregory Ave	Evans Construction Private Residence – Mulligan PO Box 1734 Telluride CO 81435 (970) 369-0870	Site prep, structural earthwork, utilities	\$229,531	23%	Summer 2023
324 Basque (Lot 123)	Evans Construction – Adler Residence PO Box 1734 Telluride CO 81435 (970) 369-0870	Site prep, structural earthwork, utilities	\$313,366	43%	Summer 2023
Mesa – 58 M.6 Bridge Replacement	Mesa County Public Works, , 200 South Spruce St., Grand Junction CO 81501 Kevin King (970) 255-7147	Replacement of the existing bridge – new structure, roadway improvements	\$3,295,522	58%	Spring 2023
Redlands Parkway Shoreline Amenities & Bank Stabilization	City of Grand Junction, 250 N. 5 th Street, Grand Junction CO 81505	Mobilization, clear & grub, removals, ABC, structural backfill, bank stabilization, CG&S.	\$749,298	70%	Spring 2023
MTJ Term. Exp. Paving AIP 3-098-0043-056	Montrose County	Paving	\$346,135	43%	Summer 2023



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Cimarron Estates Subdivision	Applewood South, LLC. 301 E. Dakota Dr, Grand Junction CO 81507 (970) 244-6602 Kim Kerk	Paving	\$1,056,439	23%	Fall 2023
NHPP 0131-057 SH 13 Garco Rio Blanco Hill	CDOT Region 3 Andrew M Knapp Glenwood Springs CO	Clear & grub, removals, embankment, structure excavation, shoring, ECM, full depth reclamation, HMA, rip rap, concrete box culvert, steel pipe, guardrail, TC, striping, mobilization	\$5,203,909	0%	Summer 2023
24 Rd & G Rd Improvements Phase II	City of Grand Junction, 250 N. 5 th Street, Grand Junction CO 81505 Eric Rink (970) 244-1585	48,000 SY of soil reconditioning, 15,000 tons of asphalt pavement, 4,500 SY of concrete pavement, 26,000 LF of curb and gutter, 9,000 SY of concrete sidewalk, 4,200 LF of irrigation piping, 2,300 LF of concrete storm drain piping, 300 LF of gravity sewer piping, 18,000 LF of concrete storm drain piping, 300 LF of gravity sewer piping, 18,000 LF of electrical conduit, 90 pedestrian lights, 6 water quality control structures, landscaping, irrigation, mobilization, and traffic control.	\$12,865,417	1%	Fall 2023
STR 0961-017 SH 96 Custer County	CDOT Region 2 Steve Goure (719) 562-5568 1480 Quail Lake Loop, Colorado Springs CO 80906	Mobilization, traffic control, resurfacing 4-full depth pavement reconstruction areas, guardrail, signing, striping, delineators, widened shoulders, & centerline rumble strips.	\$10,823,498	12%	Summer 2023



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GUC Regional Airport Terminal Improvements	Shaw Construction Grand Junction CO	Asphalt concrete paving, site concrete, striping, and site signage	\$1,161,609	98%	Spring 2023
VooDoo Sewer Re-Route T&M	Town of Telluride 1370 Black Bear Road, Telluride CO 81435 (970) 729-1015	Asphalt demo, removals, traffic control, sewer Re-Route	\$412,444	31%	Summer 2023
2022 Contract Street Maintenance	City of Grand Junction, , 250 N. 5 th Street, Grand Junction CO 81505 Erick Mocko (970) 244-1554	Asphalt Overlays	\$1,844,180	58%	Spring 2023
Montrose County 2022 Chip Seal	Montrose County 121 South Townsend Montrose CO Keith Laube (970) 249-6688	Chip seal, traffic control, mobilization	\$699,035	0%	Spring 2023
Mesa County Overlays 2022	Mesa County, 200 South Spruce St., Grand Junction CO 81501, Matt Nichols (970) 712-1601	Asphalt Overlay	\$2,603,369	51%	Spring 2023
Eagle River Village Street Rehab – Phase 1	Tutt Service Enterprise 310 Sinton Road, Suite 120 Colorado Springs, CO 80907 (719) 213-9565 Russell Tutt	Mobilization, removal asphalt, removal C&G, replace C&G, subgrade prep, HMA, traffic control.	\$1,150,518	53%	Summer 2023
NHPP 0063-063 US 6 North Avenue	CDOT Region 3, 222 South 6 th St, Grand Junction CO 81501, (970) 243-2368	Mobilization, median narrowing, re-configuring medians, replacing median barrier curb, full width HMA resurfacing, HMA patching, traffic signal conduit improvements, drainage improvements, CG&S, pavement marking, and traffic control.	\$9,208,190	90%	Spring 2023

This list is not inclusive of all work under contract for the 2023 Season. Additional information is available upon request.



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Item 9: Past Performance Projects of Similar Nature:

Project Name: Landmark Baptist Church
Location: Grand Junction, CO
Owner: Landmark Baptist Church
Owner's Contact: Chad Holman, Austin Civil Group Inc., 970-242-7540
 1600 Ute Avenue, Grand Junction CO
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$257,232
 Removals, excavation (2,800 cy, subgrade preparation, aggregate base course placement (1,925 tons, asphalt paving (960 tons), traffic control, and mobilization.
Date of Completion: September 2022

Project Name: Palisade HWY 6 MMOF
Location: Palisade, CO
Owner: Town of Palisade
Owner's Contact: Todd Gunderman, (801) 641-8951
 175 E. 3rd Street, Palisade CO, 81526
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$1,260,261.97
 HMA overlay, HMA mill & fill, double pen chip seal, ADA curb ramp improvements, guardrail replacement, rumble strips, pavement marking
Date of Completion: August 2022

Project Name: NHPP 0063-062 US 6 & SH 141 Mesa County
Location: Grand Junction, CO
Owner: CDOT Region 3
Owner's Contact: Kaitlyn Clark
 222 South Sixth St., Grand Junction CO, 81501
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$4,780,933.034
 HMA overlay, HMA mill & fill, double pen chip seal, ADA curb ramp improvements, guardrail replacement, rumble strips, pavement marking.
Date of Completion: July 2022

Project Name: NHPP 070A-030 I-70B, SH 340, & 1st St Construction
Location: Grand Junction, CO
Owner: CDOT Region 3
Owner's Contact: Damian Leyba, 970-683-6369
 222 South Sixth St., Grand Junction CO, 81501
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$14,040,571.77
 Construction of I-70B frontage Rd: HMA mill & fill and reconstruction of Mulberry St, multimodal improvements, drainage improvements, lighting, traffic signal, access improvements, landscaping, signing, and striping.



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- Date of Completion:** April 2022
- Project Name:** Highline Lake State Park WWTP Expansion
Location: Grand Junction, CO
Owner: The Colorado Division of Parks & Wildlife
Owner's Contact: Mike Havens
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$1,150,687.18
 Site excavation, embankment, grading, stormwater drainage, installation of lined wastewater treatment lagoons, bypass lines, permanent water control lines, SWMP, site restoration.
- Date of Completion:** August 2022
- Project Name:** CDMVA Veterans Memorial Cemetery
Location: Grand Junction, CO
Owner: State of Colorado, Dept. of Military & Veterans Affairs
Owner's Contact: Daniel Diloreto, 720-250-1453
 6848 South Revere Parkway, Centennial CO
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$937,988
 Excavation, sediment removal, stream liner replacement and repair
- Date of Completion:** October 2021
- Project Name:** Fraser 2020 Road Resurfacing Project
Location: Fraser, CO
Owner: Town of Fraser
Owner's Contact: Russell Pennington, 970-726-5491
 153 Fraser Ave, Fraser CO
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$646,518
 Excavation, removal of concrete, shouldering & paving
- Date of Completion:** October 2021
- Project Name:** NHPP 0402-099 US 40 Chip Seal
Location: US 40, Craig CO
Owner: CDOT Region 3
Owner's Contact: Cole Rising, 970-826-3444
 270 Ranney St., Craig CO, 81625
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,154,631
 Single chip seal, pavement markings, and traffic control
- Date of Completion:** October 2021
- Project Name:** STR 141A-050 SH 141 North of Naturita
Location: Naturita, CO
Owner: CDOT Region 3
Owner's Contact: Jason Voorhees, 970-385-1421
 3803 N Main Ave, Suite 211, Durango, CO, 81301



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Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$9,098,757
Asphalt paving, milling, shouldering, guardrail improvements, replacing bridge rail/culvert/traffic signs, culvert repair, pavement marking, rumble strips.

Date of Completion: October 2021

Project Name: Vail South Frontage Rd Widening & Roundabout Project
Location: Vail, CO
Owner: Town of Vail
Owner's Contact: Thomas Kassmel

Public Works Department, 1309 Elkhorn Dr, Vail CO 81657

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$5,124,987

Road widening, curb, gutter & sidewalk, medians, 150' diameter roundabout, utility relocation, installation of storm sewer, water, landscaping, retaining walls

Date of Completion: October 2021

Project Name: NHPP 0063 056 US 6 Avon to Dowd Junction
Location: Avon, CO
Owner: CDOT Region 3
Owner's Contact: Peter Lombardi, 970-328-9962

714 Grand Avenue, PO Box 298, Eagle CO

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$5,925,402

Mobilization, TC, guardrail removal & installation, milling, sidewalk, curb ramps, C&G, asphalt pavement, signing, sweeping, & seeding

Date of Completion: November 2021

Project Name: Delta Apartments
Location: Delta, CO
Owner: Rimrock Construction
Owner's Contact: Doug Whatcott, 801-717-7344

11716 S 700 East, Draper, UT, 84020

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$1,511,183

Clear & grub, earthwork, removals, utility installation, site work, & asphalt paving

Date of Completion: November 2021

Project Name: 2021 Contract Street Maintenance
Location: Grand Junction, CO – Various Locations
Owner: City of Grand Junction
Owner's Contact: Eric Mocko, 970-244-1554



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Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,609,226
 Asphalt planing, excavation, adjustment MH & WV, concrete removal & replacement, subgrade prep, ABC, asphalt paving, traffic control, quality control
Date of Completion: September 2021

Project Name: 2021 Mesa County Overlays
Location: Grand Junction, Colorado
Owner: Mesa County Division of Transportation
Owner's Contact: Matt Nichols, 970-712-1601
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,624,990.60
 Asphalt paving (~26,000 ton), milling (~88,000 sy), remove and replace curb, gutter, pan, sidewalks, quality control, shouldering, traffic control, structure adjustments
Date of Completion: August 2021

Project Name: North River Road Improvements Project
Location: Grand Junction, CO
Owner: Mesa County Engineering
Owner's Contact: Laura Page, 970-255-5031
 200 South Spruce Street, Grand Junction, CO, 81501
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$528,628.00
 Storm drainage, water quality vault, reconstruction, and asphalt paving
Date of Completion: September 2021

Project Name: On Street Parking & Water Quality Vault
Location: Avon, CO
Owner: Town of Avon
Owner's Contact: Justin Hildreth, 970-748-4045
 PO Box 975, Avon, CO 81620
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$744,302
 Removal of asphalt, removals, unclassified excavation, fencing, signage, ABC, HMA, traffic control
Date of Completion: September 2021

Project Name: NHPP 050A – 038 US 550 Montrose Phase I ADA Ramps
Location: Montrose, Colorado
Owner: CDOT Region 3
Owner's Contact: Bryan Mazzochi, 970-249-5285
Prime Contractor: Oldcastle SW Group, Inc. dba United Companies
Size and Type of Job: \$1,192,390.00



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Removals, lighting, structure adjustments, asphalt patching, ADA Ramps, curb, gutter and sidewalk, pavement marking, traffic control, erosion control.

Date of Completion: May 2020

Project Name: STA 0214-065 Leadville Resurfacing
Location: Leadville, CO
Owner: CDOT Region 3
Owner's Contact: Karen Berdoulay, P.E. 970-328-9935
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$4,999,825.00
 Removals, ADA improvements, drainage, aggregate base course, asphalt milling, asphalt patching and paving, pedestrian railing, concrete curb, and sidewalk, electrical, lighting, traffic control.

Date of Completion: December 2020

Project Name: Red Sky Ranch 2020 Paving Project
Location: Edwards, CO
Owner: Holland Creek Metro District C/O Alpine Engineering
Owner's Contact: Tim Leininger, 970-926-3373
 34510 Highway 6, Edwards, CO 81632
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$156,793.00
 Asphalt milling and overlay

Date of Completion: July 2020

Project Name: Yoder Avenue Overlay
Location: Avon, CO
Owner: Town of Avon
Owner's Contact: Jim Horsley, 970-748-4045
 PO Box 975, Avon, CO 81620
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$188,425.00
 Asphalt milling and overlay

Date of Completion: November 2020

Project Name: 2020 Mesa County Overlays
Location: Grand Junction, Colorado
Owner: Mesa County Division of Transportation
Owner's Contact: Matt Nichols, 970-712-1601
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,519,515.25
 Asphalt paving (~22,600 ton), milling (~900 sy), fabric (~9,800 sy), remove and replace curb, gutter, pan, sidewalks, quality control, shouldering, traffic control, structure adjustments

Date of Completion: October 2020



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Project Name: I70B & F.5 Road Intersection Improvements
Location: I70B & F.5 Road, Grand Junction, Co.
Owner: Mesa County Engineering
Owner's Contact: Laura Page, 970-255-5031
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$3,087,071.59
 Clear and grub, removals, excavation, topsoil, manhole adjustments, base prep (19,200 ton), asphalt paving (8,800 ton), storm drainage, utility installation, concrete curb, gutter, sidewalk and paving, landscape improvements, traffic control, signage, and traffic signal installation
Date of Completion: November 2020

Project Name: Grand County 2020 Road Resurfacing Projects
Location: Granby, CO – CR 61, CR 610, CR 491
Owner: Grand County
Owner's Contact: Chris Baer, 970-725-3347
 308 Byers Avenue, Hot Sulphur Springs, CO 81451
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$983,783.00
 Asphalt milling and overlay
Date of Completion: October 2020

Project Name: Grand County 2019 Road Reconstruction
Location: Grand County, CO
Owner: Grand County CO
Owner's Contact: Chris Baer, 970-725-3347
 308 Byers Avenue, Hot Sulphur Springs, CO 81451
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,364,265.00
 Full depth reclamation (46,780 sy), asphalt removal (2,250 sy), storm drainage, underdrain (660 lf), unclassified excavation (2,890 cy), grading, asphalt paving (11,190 ton and 1,580 ton with fiber), aggregate base course (6,040 ton), guard rail (2.405 lf), shouldering, structure adjustment, pavement marking, erosion control, traffic control, quality control
Date of Completion: September 2019

Project Name: Persigo WWTP Diffuser Outfall Project
Location: Grand Junction, Colorado
Owner: City of Grand Junction
Owner's Contact: Lee Cooper, 970-589-4985, 970-244-1554
Prime Contractor: Oldcastle SW Group, Inc. dba United Companies
Size and Type of Job: \$5,123,502.00
 Waste water treatment work in the Colorado River and beneath I-70 including: clear and grub, removals, topsoil remove, stockpile and replace, erosion control and stormwater management, coffer dam (500 lf), 60" steel casing pipe and bore under I-70 (420 lf), well points with 6"



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submersible pumps, fusion welded 54" HDPE carrier pipe (720 lf), 48" RCP pipe (1,250 lf), 72" manholes 10 to 20 feet depth (7 ea), cast in place effluent and diffuser boxes, removal of existing effluent pipe and headwall, temporary stream crossing, dewatering, by-pass pumping of 48" effluent pipe, rock excavation, riprap 9340 ton), cellular grout (110 cy), pit run (12,957 ton), screened rock (3,010 ton) fencing, seed and mulch (4 ac), traffic control.

Date of Completion:

March 2019

Project Name:

2019 Mesa County Overlays

Location:

Grand Junction, Colorado

Owner:

Mesa County Division of Transportation

Owner's Contact:

Matt Nichols, 970-712-1601

Prime Contractor:

Oldcastle SW Group, Inc., dba United Companies

Size and Type of Job:

\$2,951,314.65

Asphalt paving (~33,000 ton), milling (~6,400 sy), fabric (~10,450 sy), remove and replace curb, gutter, pan, sidewalks, quality control, shouldering, traffic control, structure adjustments

Date of Completion:

October 2020

Project Name:

East Meadow Drive Snowmelt Replacement

Location:

Vail, CO

Owner:

Town of Vail

Owner's Contact:

Tom Kassmel, Town of Vail Engineer, 970-479-2235, 1309 Elkhorn Drive, Vail, CO 81657

Prime Contractor:

Oldcastle SW Group, Inc., dba United Companies

Size and Type of Job:

\$684,734.00

Erosion control, removals (10,400 sf), base prep, concrete pavement with radiant snowmelt tubing and paver bricks (10,400 sf), landscape and irrigation, grass ring turf, roundabout paver apron (1,700 sf), traffic and pedestrian control

Date of Completion:

June 2019

Project Name:

2019 7th Street Reconstruction / Orchard to Patterson

Location:

Grand Junction, Colorado

Owner:

City of Grand Junction

Owner Contact:

Eric Mocko, 970-244-1554, 250 North 5th Street, Grand Junction, CO 81501

Prime Contractor:

Oldcastle SW Group, Inc. dba United Companies

Size and Type of Job:

\$1,299,797.00

Roadway reconstruction including removals, asphalt milling (18,240 sy), storm drainage, inlet structures, excavation and embankment (7,847 cy), erosion control, seed and mulch, subgrade prep (12,303 sy), base course (14,000 ton), asphalt paving (5,387 ton), geotextile fabric, concrete curb, gutter and sidewalk, traffic control, pavement marking

Date of Completion:

December 2019



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Project Name: Bachelor Gulch Metro District 2019
Location: Avon, CO
Owner: Bachelor Gulch Metropolitan District
Owner's Contact: Dave Berg, BGMD, 970-926-6060, 28 Second Street, Edwards, CO
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$ 1,095,217.00
 Asphalt paving (5,819 ton), milling (277,571 sf), full-depth asphalt patching, shouldering (7,200 lf), concrete curb, gutter and pan remove & replace (1,600 lf), thermoplastic pavement marking, traffic control, quality control, structure adjustments.
Date of Completion: June 2019

Project Name: FBR 0063-057 Bridge Over Castle Creek
Location: Eagle, Colorado
Owner: CDOT Region 3, Eagle
Owner Contact: Dave Tedrow, P.E., 970-328-6385, 714 Grand Avenue, Eagle, CO 81631
Prime Contractor: Oldcastle SW Group, Inc. dba United Companies
Size and Type of Job: \$3,073,612.00
 Clear and grub, removals, bridge deck and abutment removal, construct detour (4,479 cy), embankment (9,284 cy), structure excavation and backfill (11,575 cy), mechanically reinforced soil (3,060 cy), shoring, soil nail walls (3,000 sf), topsoil, erosion control, seed and mulch, base course (2,002 ton), asphalt paving (1,773 ton), precast panel facing (6,941 sf), drainage pan, geotextile membrane, precast wing walls (4), cast in place footings, drainage, precast box culvert/animal underpass 10X20 (67 lf), guardrail, fencing, signage, rumble strip, traffic control, pavement marking
Date of Completion: December 2019

Project Name: Cottonwood Pass CO FLAP 209(1)
Location: Gunnison National Forest, Gunnison County, Colorado
Owner: Federal Highway Administration
Owner's Contact: Gene Dodd, 720-963-3414
Prime Contractor: Oldcastle SW Group, Inc. dba United Companies
Size and Type of Job: \$20,553,600.00
 12.5 miles of roadway reconstruction and alignment up to 12,000 feet in elevation including: clear and grub (132 ac), erosion control materials (44,488 lf), removals, excavation (310,905 cy), sub-excavation (25,205 cy), roadway obliteration (62,431 sy), special rock embankment (21,354 cy), rip rap (3,526cy), rock buttress (3,113 cy), aggregate base course crushed onsite (33,630 ton), asphalt paving produced onsite (42,620 ton), flow-fill concrete produced on site (6,000 cy), storm drainage (9,085 lf), underdrain system (16,637 lf), utility conduit (65,337 lf), utility pull boxes (30 ea), individual tree removal (660 ea), fencing, cattle guard, topsoil



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Date of Completion: remove, stockpile and replace (86 ac), seed and mulch (86 ac), wetlands mitigation (3,874 sy), survey, contractor quality control and testing, signage, pavement markings, traffic control.
September 2019

Project Name: Telluride Mixed Use Project
Location: Telluride, CO
Owner: Town of Telluride / Shaw Construction
Owner's Contact: Griffin Beard, 970-248-2612, Shaw Construction, 625 Ute Avenue, Grand Junction, CO 81501
Prime Contractor: Oldcastle SW Group, Inc. dba Telluride Gravel
Size and Type of Job: \$ 1,150,844.00
Demolition and removals, mass excavation (15,700 cy), structural excavation and backfill (1,331 cy), footer and slab prep (25,000 sf), perimeter drain, site grading, concrete curb, sidewalks and pans (9,424 sf), utility relocations, 6" and 8" DIP water lines (467 lf), water and sewer services, fire hydrants, roadbase prep (4770 ton), asphalt paving (488 ton).

Date of Completion: July 2019

Project Name: Maple Street Improvements Project Phase I
Location: Fruita, CO
Owner: City of Fruita
Owner's Contact: Chris Dehmel, 970-858-8377
Prime Contractor: Oldcastle SW Group, Inc. dba United Companies
Size and Type of Job: \$630,334.00
Asphalt and concrete removals, sewer manholes (7 ea), 8" sewer main line (1,317 lf), 4" sewer services (450 lf), unsuitable excavation and backfill (1,800 cy), base prep (2,800 ton), concrete curb, pans, ramps and sidewalk (4,755 sf), paving fabric (43,200 sf), asphalt paving (2,200 ton), storm water management, materials testing, survey, pavement markings, signage, traffic control

Date of Completion: August 2019

Project Name: 2019 Contract Street Maintenance-Asphalt Overlays
Location: Grand Junction, CO – Various Locations
Owner: City of Grand Junction
Owner's Contact: Eric Mocko, 970-244-1554
250 North 5th Street, Grand Junction, CO 81501
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,056,227.00
Storm drainage, asphalt planing (69,380 sy), guard rail removal (2,405 lf), unclassified excavation (1,300 cy), bike lane construction, concrete drainage pan, asphalt paving (16,199 ton), aggregate base course (3,040 ton), guard rail (2,405 lf), shouldering (2,688 ton), Redi Rock reinforced wall, structure adjustment, pavement marking, erosion control, traffic control, quality control



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Date of Completion: October 2019

Project Name: 2019 Telluride Street & Alley & Utility Improvements
Location: Telluride, Colorado
Owner: Town of Telluride
Owner's Contact: Karen Gugliemone, 970-728-2177
 1370 Black Bear Road, Telluride, Co. 81435

Prime Contractor: Oldcastle SW Group, Inc., dba Telluride Gravel
Size and Type of Job: \$614,095.00
 Asphalt and concrete removal, 8" clay sewer line replacement with 8" SDR 35 PVC (595 lf), 10" PVC sewer line (520 lf), rehabilitate existing manholes (2ea), 48" sewer manholes (4 ea), reconnect existing sewer services (29 ea), new 4" sewer service (140 lf), tapping saddles (2 ea), dewatering and bypass pumping, abandon existing lift station, 8" DIP water line (640 lf), Pure Core service and hydrant connections (9 ea), broad band conduit (500 lf), drywell installation, subgrade reconstruction and grading, aggregate base course, concrete pan, curb and gutter, milling, asphalt patching and overlay, light pole base, traffic control, storm water management

Date of Completion: November 2019

Project Name: Orchard Avenue – Normandy Drive to 29 Road
Location: Orchard Ave: Normandy Dr to 29 Road, Grand Junction, Co.
Owner: Mesa County Engineering
Owner's Contact: Laura Page, 970-255-5031
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,137,262.88
 Clear and grub, removals, milling, excavation, topsoil, manhole adjustments, base prep (4,840 ton), asphalt paving (3,273 ton), irrigation removal & replacement, storm drainage, utility installation, concrete curb, gutter, sidewalk and paving, landscape improvements, traffic control

Date of Completion: August 2019

Project Name: Emerald Park Access and Railroad Crossing Project
Location: Steamboat Springs, Colorado
Owner: City of Steamboat Springs
Owner's Contact: Ben Beal, 970-879-1807
 850 Critter Court, Steamboat Springs, Co. 80487
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,172,631.00
 Asphalt and concrete removal (5262 sy), excavation and embankment (2180 cy), muck excavation, dewatering, railroad crossing tie-in, storm drain piping (1025 lf), drainage structures (19 ea), fire hydrant relocation, sanitary sewer (114 lf) and manhole, irrigation water service line, subgrade prep (26,000 sy), aggregate base course (2760 ton),



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asphalt paving (3022 ton), MSE retaining wall, geogrid fabric, paver bricks, concrete form and finish, topsoil placement, erosion control, lighting and electrical conduit, revegetation, testing, survey, traffic control, pavement marking, signage.
September 2018

Date of Completion:

Project Name:

Location:

Owner:

Owner's Contact:

Prime Contractor:

Size and Type of Job:

I70 Wolcott East
Edwards, Colorado
CDOT
Randy Furst, 970-328-9935
714 Grand Avenue, Eagle, Co.81631
Oldcastle SW Group, Inc., dba United Companies
\$11,397,681.00

Date of Completion:

Project Name:

Location:

Owner:

Owner's Contact:

Prime Contractor:

Size and Type of Job:

SMA / asphalt paving (38,396 ton), asphalt milling (23,019 sy), aggregate base course (4,824 ton), culvert lining (244 lf), bridge rail (1,676 lf), guard rail (55,463 lf), topsoil placement, erosion control, revegetation, survey, testing, traffic control, pavement marking, signage
April 2018

Date of Completion:

Project Name:

Location:

Owner:

Owner's Contact:

Prime Contractor:

Size and Type of Job:

142A-002 SH 142 Chip Seal
Romeo, Colorado
CDOT Region 5
Joe Romero, 970-587-3174, 970-298-7331(c)
1205 West Avenue, Alamosa, Co. 81101
Oldcastle SW Group, Inc., dba United Companies
\$1,324,394.00
Type II Chip Seal (508,035 sy), traffic control, pavement marking, signage.

Date of Completion:

Project Name:

Location:

Owner:

Owner's Contact:

Prime Contractor:

2017 Street Improvements
Avon, Co.
Town of Avon
Jim Horsley
Oldcastle SW Group, Inc., dba United Companies
\$1,303,548.00
Roadway improvements including demolition, excavation, asphalt milling (117,081 sf), full depth milling (66,867 sf), (asphalt paving (3,214 ton), concrete remove and replace, base prep, storm drainage, deep utilities, topsoil, adjustments, traffic control, pavement markings
September 2018

Project Name:

Location:

Owner:

Owner's Contact:

Prime Contractor:

NHPP 0702-373 I70 Glenwood Canyon
Garfield County, Co.
CDOT
David Trerow, 970-485-2527
Oldcastle SW Group, Inc., dba United Companies



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Size and Type of Job: \$697,949.00
Asphalt patching and joint repair

Date of Completion: May 2018

Project Name: East Vail Water Quality Improvements

Location: Vail, Co.

Owner: Town of Vail

Owner's Contact: Chad Salle, P.E., 970-479-2169

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies

Size and Type of Job: \$1,026,975.00
Water quality improvements including clear and grub, removals, excavation, embankment, drainage structures (12 ea), storm drain piping (313 lf), base prep (1,144 ton), asphalt patching, concrete drainage pans, curb and gutter, stone pavers, erosion control, traffic control, pavement marking

Date of Completion: September 2018

Project Name: Red Mountain Road 2017 Repairs

Location: Pitkin County, Co.

Owner: Pitkin County

Owner's Contact: GR Fielding, 970-920-5206

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies

Size and Type of Job: \$249,016.00
Clear and grub, removals, structure excavation and backfill, MSE wall, geotextile, guard rail, topsoil, traffic control

Date of Completion: March 2018

Project Name: Prince Creek Road Parking Lot and Pedestrian Crossing

Location: Pitkin County, Co.

Owner: Pitkin County, 76 Service Center Road, Aspen, Co. 81611

Owner's Contact: Chris Baroody, 970-920-5206, 970-948-4845(c)

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies

Size and Type of Job: \$188,426.00
Clear & grub, removals, embankment (500 cy), topsoil, temporary creek diversion, erosion control, revegetation, base course (505 ton), asphalt paving, geotextile fabric, drainage, bridge (wooden frame), traffic control

Date of Completion: July 2018

Project Name: Lot 14 Elk Run

Location: Telluride, Co.

Owner: Fortenberry / Ricks Construction

Owner's Contact: Paul Ricks, 970-728-4321
PO Box 338, Telluride, Co. 81435

Prime Contractor: Oldcastle SW Group, Inc., dba Telluride Gravel

Size and Type of Job: \$367,678.00
Residential site and infrastructure work including clear and grub, demolition, mass excavation (1,901 cy), structure excavation and backfill (472 cy), exterior terrace and backfill (1,213 cy), site earthwork (1,824



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cy), perimeter drain system, concrete footer and slab prep, topsoil remove and replace, site grading (51,000 sf), wet and dry utilities, wastewater treatment system, geothermal trench prep, boulder walls, dry well, base prep

Date of Completion:

March 2018

Project Name:

Virginia Placer, Black Bear Road Improvements

Location:

Telluride, Colorado

Owner:

Town of Telluride, Lance McDonald, 970-728-2167

Prime Contractor:

Allison Construction, Robert Allison, 970-626-5743

Size and Type of Job:

\$900,353.00

Roadway reconstruction, fiber optic conduit installation, 4" gas main relocation, storm drainage (200 lf), manholes adjustments, base prep, asphalt paving

Date of Completion:

October 2018

Project Name:

Rim Rock Drive Co FTNP COLM10(3)

Location:

East Entrance Colorado National Monument

Owner:

Federal Highway Administration

Owner's Contact:

Coby Cubic, 517-416-1020

Prime Contractor:

Oldcastle SW Group, Inc., dba United Companies

Size and Type of Job:

\$3,196,955.00

Erosion control, removals, sub excavation (1,270 cy), borrow (5,100 cy), embankment (4,000 cy), geosynthetic fabric (4,875 sy), base course, full depth reclamation (4.5 miles), asphalt pavement (12,440 ton), storm drainage, concrete curb (3,000 lf), concrete paving, guard rail system (4,157 lf), traffic control, signage, survey, quality control

Date of Completion:

July 2, 2018

Project Name:

Mesa County Leachate Holding Ponds (418608)

Location:

3071 Highway 50, Grand Junction, Co.

Owner:

Mesa County Engineering

Owner's Contact:

Jennifer Richardson, 970-254-4158

Prime Contractor:

Oldcastle SW Group, Inc., dba United Companies

Size and Type of Job:

\$1,146,416.00

Pond excavation and embankment (28,563 cy), clay liner (8369 cy), soil cover (8,260 cy), geosynthetic liners (38,600 sf), geo-composite liners 250/60 mill (434,414 sf), Bentomay liner and none woven liners (186,300 sf), perimeter drainage pipe (685 lf), tire bale structure, HDPE forced main fusion piping (300 lf), GCCS line (510 lf), SDR gas header piping for forced main (1,020 lf), site grading, fencing, miscellaneous excavation (4,727 cy) and embankment (2,360 cy), non-woven geotextile (11,303 sy), base prep (1,730 ton), revegetation, erosion control, submersible pump, motors and controls

Date of Completion:

August 2018

Project Name:

Heritage Heights



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Location: Filing 8 & 24-3/4 Road Access, Grand Junction, Co.
Owner: Chronos Builders, LLC
Owner's Contact: Bob Mathers, 970-250-1908
 637 25 Road, Grand Junction, Co. 81505
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$179,998.00
 Residential site work including: removals, excavation and embankment, subgrade prep (6,130 sy), aggregate base course (2,850 ton), asphalt paving (733 ton), geotextile fabric (6,000 sy), structure adjustments, signage, testing
Date of Completion: June 2018

Project Name: Heritage Heights, Filing 9
Location: 241/2 and F-3/4 Road, Grand Junction, Co.
Owner: Chronos Builders, LLC
Owner's Contact: Bob Mather, 970-250-1908
 637 25 Road, Grand Junction, Co. 81505
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$65,615.00
 Residential site work including: excavation and embankment (2,650 cy), subgrade prep (1,835 sy), geotextile fabric, aggregate base course (850 ton), asphalt paving (215 ton), structure adjustments, testing
Date of Completion: September 2018

Project Name: Highway 340 Pedestrian Facility
Location: Highway 340 at Vista Grande, Grand Junction, Co.
Owner: Mesa County Engineering
Owner's Contact: Laura Page, 970-255-5031
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$895,474.00
 Clear and grub, removals, full depth millings, embankment (2,690 cy), topsoil, manhole adjustments, base prep (2,832 ton), asphalt paving (350 ton), block retaining wall (4,048 sf), storm drainage, concrete curb, gutter, sidewalk and paving, landscape improvements, traffic control
Date of Completion: October 2018

Project Name: 2018 Mesa County Overlays
Location: Grand Junction, Colorado
Owner: Mesa County Division of Transportation
Owner's Contact: Matt Nicholas, 970-712-1601
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,870,941.00
 Asphalt paving (~27,000 ton), paving fabric (185,518 sy), remove and replace curb, gutter, pan, sidewalks, quality control, shouldering, traffic control, structure adjustments
Date of Completion: August 2018



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Project Name: Steamboat Springs 2018 Paving and Chip Seal Program
Location: Steamboat Springs, Colorado
Owner: City of Steamboat Springs
Owner's Contact: Dave Van Winkle, 970-879-1807
 850 Critter Court, Steamboat Springs, Co. 80487
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$1,258,351.00
 Rotomilling (87,129 sy), asphalt paving (9,309 ton), fiber reinforced asphalt (372 ton), 3/8th chip seal (21,852 sy), structure adjustments, traffic control,
Date of Completion: July 2018

Project Name: Norwood Raw Water Project
Location: Norwood, Colorado
Owner: Town of Norwood
Owner's Contact: Lewis Meyer, P.E., SGM, 970-403-0258
 4901 South Windermere Street, Littleton, Co. 80120
Prime Contractor: Oldcastle SW Group, Inc. dba Telluride Gravel
Size and Type of Job: \$1,429,884.00
 Water line project including 12" Class 200 PVC 200 transmission line (3,583 lf), 4" and 8" raw water irrigation lines (28,080 lf), 3/4" service lines (120 ea), gate valve and appurtenances, vaults (35 ea), 14" roadway bore (130 lf), 2" broadband conduit (28,000 lf), pull boxes (175 ea), erosion control, roadway patching
Date of Completion: November 2018

Project Name: 2018 Rio Blanco County Chip Seal Project
Location: County Road 5 MP 8.444 thru 38.444
Owner: Rio Blanco County
Owner's Contact: Van Pilaud, 970-878-9590
Prime Contractor: Oldcastle SW Group, Inc. dba United Companies
Size and Type of Job: \$817,865.00
 Type 1 (3/8th) chip seal (522,096 sy), CRS 2R cover coat (187,955 gal), fog seal (52,210 gal), traffic control
Date of Completion: June 2018

Project Name: Bridge Road Sanitary Sewer Relocation
Location: Vail, Colorado
Owner: Town of Vail / Eagle River Water & Sanitation District
Owner's Contact: Chad Salli, 970-479-2169 / Melissa Marts, 970-477-5470
Prime Contractor: Oldcastle SW Group, Inc. dba United Companies
Size and Type of Job: \$396,637.00
 Dewatering, erosion control, 8" sewer line relocation to depths of 16 feet (990 lf), removals, precast and cast in place manholes, sewage bypass pumping, utility realignment, excavation (1,325 cy), structural backfill (2,250 ton), aggregate base course, asphalt paving, traffic control.
Date of Completion: September 2018



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Project Name: Town of Eagle Streets 2018
Location: Eagle, Colorado
Owner: Town of Eagle
Owner's Contact: Bryon McGinnis, 970-328-6678 (o), 970-445-0047 (c)
Prime Contractor: Oldcastle SW Group, Inc. dba United Companies
Size and Type of Job: \$444,722.00
 Full depth asphalt removal, concrete removal and replacement, asphalt milling (~30,000 sf), crack repair, full depth patching, subgrade prep, aggregate base prep (1,030 ton), asphalt paving (1,395 ton), structure adjustments, traffic control.
Date of Completion: September 2018

Project Name: McClure Pass, STR 133A-045 SH 133 Heater Re-mix/Chip Seal
Location: Gunnison, Colorado
Owner: CDOT, Region 3, 2424 N. Townsend Ave. Montrose, CO, 81401
Owner's Contact: SGM, Michael Fowler, PE, 970-384-9075
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,407,275.00
 Heater re-mix (108,308 sy), Type 1 chip seal (130,776 sy), asphalt patching, guard rail, shouldering, pavement marking, traffic control
Date of Completion: November 2018

Project Name: IMNO71-212 Exit 49 Grand Mesa
Location: I 70, Debeque Canyon, Colorado
Owner: CDOT, Region 3, Grand Junction
Owner's Contact: Damian Leyba, 970-248-7383
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$3,537,020.00
 Exit and entrance ramp widenings including erosion control, clear and grub, removals, excavation (9,946 cy), muck excavation, structure excavation and backfill (1,189 cy), rock excavation (529 cy), soil nail wall (4,590 sf), ground nail (2,785 lf), 36" drilled caissons (1,433 lf), reinforced Class D concrete wall, subsurface drainage, base course (3,562 ton), asphalt pavement (1,925 ton), storm drainage, guard rail (2,300 lf), lighting and electrical, traffic control, signage, pavement marking, survey, quality control, verification testing
Date of Completion: October 2018

Project Name: STR 139A-034 SH 139 Douglass Pass Resurfacing
Location: Loma, Colorado
Owner: CDOT, Region 3, Grand Junction
Owner's Contact: Trevor Wooley, 970-250-2407
 606 South 9th Street, Grand Junction, CO 81501
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$4,998,047.00



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Date of Completion: Heater re-mix (177,212 sy), asphalt paving (28,616 ton), milling, asphalt patching, removals, guard rail (10,932 lf), shouldering (6,367 ton), pavement marking, rumble strips, traffic control, quality control
August 2018

Project Name: NHPP 0402-092 US 40 Rabbit Ears Pass
Location: Routt County, Colorado
Owner: CDOT, Region 3, Craig, CO, Clint Moyer
Owner's Contact: Justin Kuhn, CDOT, 970-846-2420
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$7,226,819.00

Clear and grub, removals, asphalt milling (325,753 sy), muck excavation and structural backfill (3,654 cy), shoring, asphalt paving (41,871 ton), aggregate base course (6,187 ton), asphalt patching (1,565 ton), guard rail (6,447 lf lf), shouldering (6,367 ton), geotextile fabrics, concrete box culvert, under drains (1,656 lf), pavement marking, rumble strips, erosion control and plantings, traffic control, survey, signage, quality control
October 2018

Date of Completion:
Project Name: STR 133A-046 Bowie Resurfacing
Location: Delta and Gunnison Counties, Colorado
Owner: CDOT, Region 3, Montrose
Owner's Contact: Raelene Shelly, CDOT, 970-683-6420
2424 North Townsend Ave. Montrose, Co 81401
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$7,880,040.00

Bridge repairs, removals, cold In-place recycle (258,877 sy), asphalt paving (18,900 ton + 14,480 ton with fiber), milling, removals, guard rail (26,247 lf), shouldering (7,200 ton), pavement marking, rumble strips (83,129 lf), traffic control, quality control
October 2018

Date of Completion:
Project Name: I70 Vail Underpass
Location: Vail, Colorado
Owner: CDOT/Town of Vail
Owner's Contact: Bob Yost, CDOT Project Engineer, 970-328-9935, Thomas Kassmel, Town of Vail Engineer, 970-479-2235
Prime Contractor: Kraemer North America, Matt Hogan, Project Manager, 303-356-7191
Size and Type of Job: \$6,032,002.00

Removals, unclassified excavation (70,257 CY), structure excavation and backfill (6,699 CY), geotextile soil reinforcement (1,993 CY), topsoil placement (2,093 CY), erosion control, ABC (7,600 Ton), asphalt planing and removal (25,238 SY), asphalt paving (4,828 Ton), bike / pedestrian path (1800 lf), boulder retaining walls, RCP storm drain (2904 LF), precast inlets, various sizes (27), manholes to 20 foot depth (19), underdrain pipe (2309 LF), DIP water line to 16" (3039 LF), PRV and air vaults (4), fire hydrants (5), detour construction, waterline wet taps.



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- Date of Completion:** October 2017
- Project Name:** NHPP 0701-238 I70-B & North Avenue
Location: Grand Junction, Colorado
Owner: CDOT, Region 3
Owner's Contact: Eric Peterson, 970-216-1499
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$5,669,488.30
 Miscellaneous concrete and asphalt removals, Excavation and embankment (21,008 cy), muck excavation (1,000 sy), structure excavation and backfill (5,719 sy), asphalt milling (40,772 sy), storm drainpipe and structures, aggregate base course (22,336 ton), asphalt paving (17,495 ton), concrete form and finish, topsoil placement, erosion control, lighting and electrical conduit, revegetation, testing, survey, traffic control, pavement marking, signage.
- Date of Completion:** October 2017
- Project Name:** Arbors Subdivision, Filing 3
Location: 29 Road & Orchard Ave, Grand Junction, Co.
Owner: Chronos Builders
Owner's Contact: Bob Mather, 970-250-1908
 637 25 Road, Grand Junction, Co. 81505
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$174,164.00
 Residential site work including: clear & grub, excavation (6980 cy), subgrade prep, geotextile, aggregate base course (2000 ton), asphalt paving (530 ton), structure adjustments, testing.
- Date of Completion:** November 2017
- Project Name:** Willow Wood Village, Filing 2
Location: 311/2 Road & E Road, Grand Junction, Co.
Owner: Willow Wood Property GV, LLC
Owner's Contact: Chronos Builders
 2536 I Road, Grand Junction, Co. 81505
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$270,949.25
 Residential site work including: clear & grub, excavation and embankment (1600 cy), imported fill (6,000 cy), subgrade prep (5050 sy), aggregate base course (2525 ton), asphalt paving (590 ton), asphalt patching, structure adjustments, signage, testing.
- Date of Completion:** September 2017
- Project Name:** Heritage Heights, Filing 7
Location: 241/2 and F1/4 Road, Grand Junction, Co.
Owner: Willow Wood Property GV, LLC
Owner's Contact: Bob Mather, 970-250-1908
 637 25 Road, Grand Junction, Co. 81505
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies



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Size and Type of Job: \$248,870.00
Residential site work including: removals, excavation, and embankment (14,500 cy), subgrade prep (4,250 sy), aggregate base course (1,875 ton), asphalt paving (460 ton), asphalt patching, structure adjustments, signage, testing.

Date of Completion: September 2017

Project Name: Brandon Estates, Filing 2d
Location: 18 Road Fruita, Co.
Owner: Bookcliff Orchards, LLC
Owner's Contact: Bob Mather, 970-250-1908
637 25 Road, Grand Junction, Co. 81505

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$160,260.95

Residential site work including: removals, excavation and embankment (5,334 cy), subgrade prep (4,635 sy), imported fill (1,218 cy) aggregate base course (1,760 ton), asphalt paving (550 ton), asphalt patching, structure adjustments, signage, testing.

Date of Completion: September 2017

Project Name: City of Steamboat 2017 Paving Program
Location: Steamboat, various locations
Owner: City of Steamboat Springs
Owner's Contact: David VanWynkle, 970-879-1807
850 Critter Court, Steamboat Springs, Colorado, 80487

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$1,489,981.00

Road improvements including: asphalt paving (11,238 ton), asphalt milling (61,289 sy), 3/8" chip seal (34,666 sy), structure adjustments, traffic control, testing.

Date of Completion: August 2017

Project Name: Tree Haus Reconstruction
Location: Tree Haus Drive, Steamboat Springs, Co.
Owner: Tree Haus Metro District
Owner's Contact: Jim Kohler, 970-819-4590

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$759,579.00

Roadway reconstruction including: 8" full depth reclamation and grading (29,255 sy), asphalt paving (6,437 ton), asphalt milling (61,289 sy), soft spot repair, traffic control.

Date of Completion: October 2017

Project Name: Highway 82, Basalt Underpass
Location: Basalt, Colorado
Owner: Town of Basalt
Owner's Contact: GR Fielding, 970-920-5206 / Pitkin County
Nick Senn, 970-618-2111 / RFTA



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Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$6,321,556.00
Clear and grub, removals, resets, detour pavement, excavation and embankment (14,674 cy), dewatering, shoring, caissons, cast in place box culvert with precast top, storm drain piping (1,322 lf), drainage

structures, underdrain, geotextile fabric, subgrade prep, aggregate base course (4,697 ton), asphalt paving (2,058 ton), concrete curb, gutter and sidewalk, topsoil placement (1,056 cy), erosion control, lighting, pull boxes, electrical conduit, revegetation, plantings, irrigation, railing, waterproofing, testing, survey, traffic control, pavement marking, signage.

Date of Completion: October 2017

Project Name: 2016 Telluride Street and Alley Improvements
Location: Telluride, Colorado
Owner: Town of Telluride
Owner's Contact: Drew Lloyd, 970-728-2177

Prime Contractor: Oldcastle SW Group, Inc., dba Telluride Gravel
Size and Type of Job: \$239,637.00
Asphalt and concrete removal, milling, asphalt patching and overlay, subgrade reconstruction and grading, concrete pan, curb and sidewalk, street lighting, electrical conduit, traffic control, storm water management

Date of Completion: August 2016

Project Name: 2017 Telluride Street & Alley Improvements Project
Location: Telluride, Colorado
Owner: Town of Telluride
Owner's Contact: Karen Gugliemone, 970-728-2177

Prime Contractor: Oldcastle SW Group, Inc., dba Telluride Gravel
Size and Type of Job: \$509,054.00
Asphalt and concrete removal, milling, asphalt patching and overlay, subgrade reconstruction and grading, storm drainage, relocate hydrant, topsoil, aggregate base course, concrete pan, curb, ramp and sidewalk, concrete wall, street lighting, electrical conduit, traffic control, storm water management

Date of Completion: June 2018

Project Name: I70 Wolcott East
Location: Edwards, Colorado
Owner: CDOT
Owner's Contact: Randy Furst, 970-328-9935
714 Grand Avenue, Eagle, Co.81631
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies



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Size and Type of Job: \$11,137,562.00
SMA / asphalt paving (38,396 ton), asphalt milling (23,019 sy), aggregate base course (4,824 ton), culvert lining (244 lf), bridge rail (1,676 lf), guard rail (55,463 lf), topsoil placement, erosion control, revegetation, survey, testing, traffic control, pavement marking, signage

Date of Completion: March 2018

Project Name: Riverside Parkway
Location: Grand Junction, Colorado
Owner: City of Grand Junction
Owner's Contact: Justin Vensel, 970-244-1554
250 North 5th Street, Grand Junction, Co. 81501

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$2,723,475.00
Asphalt milling (186,850 sy), asphalt paving (23,650 ton), structure adjustments, testing, traffic control, pavement marking

Date of Completion: September 2017

Project Name: US 40 Steamboat
Location: Steamboat Springs, Colorado
Owner: CDOT Region 3 / Flatiron
Owner's Contact: Andrew Focht, Flatiron, 720-234-6655

Prime Contractor: Flatiron
Size and Type of Job: \$2,276,404.00
Asphalt paving (24,624 ton)

Date of Completion: November 2017

Project Name: Gunnison Crested Butte Regional Airport
Location: Gunnison, Colorado
Owner: Gunnison County
Owner's Contact: Jesse Erickson, Jviation, 303-524-3030
900 S. Broadway, Suite 350, Denver, Co. 80203

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$5,643,172.00
Asphalt profile milling (208,143 sy), crack seal (39,480 lf), major crack repair (43,027 lf), asphalt paving (37,566 ton), pavement marking, runway grooves, electrical, lighting, embankment

Date of Completion: August 2017

Project Name: SH 13 Mud Springs
Location: Craig, Colorado
Owner: CDOT / Connell Resources
Owner's Contact: Eric Marsh, Connell Resources, 970-870-0200

Prime Contractor: Connell Resources
Size and Type of Job: \$1,446,152.00
Asphalt paving (19,523 ton)

Date of Completion: November 2017



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Project Name: City of Steamboat Springs Chip Seal
Location: Steamboat Springs, Colorado
Owner: City of Steamboat Springs
Owner's Contact: Ben Beal, 970-879-1807
 850 Critter Court, Steamboat Springs, Co. 80487
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$103,304.90
 3/8th Chip Seal (34,666 sy)
Date of Completion: July 2017

Project Name: Olathe High School Drainage Improvements
Location: Olathe, Colorado
Owner: Montrose County School District
Owner's Contact: Philip Bailey, 970-626-5549
 930 Colorado Avenue, Montrose, Co. 81401
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$1,476,363.00
 Demolition, Storm drainage (3,003 lf), inlets (23 ea), excavation and embankment (11,870 cy), subgrade prep (5,735 sy), geotextile (4,500 sy), aggregate base course (4,900 ton), concrete curb, gutter, ramps, sidewalk, footers, sidewalk, irrigation piping (1,340 lf), gravity block retaining wall (10,229 sf), fencing, bleachers, sod
Date of Completion: August 2017

Project Name: NHPP 0502-072 US 50 Blue Creek
Location: US 50
Owner: CDOT / Sema Construction
Owner's Contact: Zach Schmidt, Sema, 303-627-2600
 7453 South Eagle Street, Centennial, Co.
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$1,691,216.00
 Asphalt paving and patching (11,006 ton)
Date of Completion: November 2017

Project Name: NHPP 1602-145 US 160 Del Norte to Monte Vista Chip Seal
Location: Rio Grande County, Co.
Owner: CDOT Region 5, Alamosa
Owner's Contact: Robert Sanchez, 719-589-4251
 1205 West Avenue, Alamosa, Co. 81101
Prime Contractor: Oldcastle SW Group, Inc., dba United Companies
Size and Type of Job: \$1,196,037.00
 Chip Seal Type I & II (424,903 sy), remove and replace concrete curb, gutter, ramp and sidewalks, topsoil placement, erosion control, revegetation, traffic control, pavement marking
Date of Completion: October 2017

Project Name: 142A-002 SH 142 Chip Seal
Location: Romeo, Colorado



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Owner: CDOT Region 5

Owner's Contact: Joe Romero, 970-587-3174
1205 West Avenue, Alamosa, Co. 81101

Prime Contractor: Oldcastle SW Group, Inc., dba United Companies

Size and Type of Job: \$1,452,622.00
Type II Chip Seal (508,035 sy), traffic control, pavement marking, signage.

Date of Completion: October 2017

This list is not inclusive of all work performed in 2017 - 2022. Work experience for other projects in prior years is available upon request.



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10. Resources and Equipment:

20 excavators (12 to 65 metric ton operating weight), 66 loaders (2 to 8 cy capacity), 7 mini excavators, 5 dozers (D4 to D8 size), 11 Rubber tired backhoe/loaders with optional rock breaker attachments, 10 motor graders, 20 rollers including pad foot and smooth drum, 5 asphalt pavers, 7 asphalt rollers, asphalt shuttle buggy, 7 distributor trucks, 9 brooms, 32 skid steer loaders, 27 water trucks, 100+ haul units including tandem, tractor trailers, super-dumps, lowboys, ready mix, belly dumps, end dumps, and off road haul trucks. Our equipment pool includes many other pieces of equipment that are utilized to support our various lines of business including service trucks, crushers, wash plants, asphalt, and ready-mix concrete production facilities. We are fully staffed for all of our equipment maintenance requirements and any necessary onsite repairs and service regardless of location or time of day. Any equipment that we do not have in-house can be rented at the most competitive rates through our CRH Americas national vendor accounts. United Companies operates forty materials resource locations, 5 mobile crushing plants, 8 cone crushers, 9 screen/wash plants, 11 asphalt plants (3 portable), 12 ready mix concrete (1 portable).



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11. CDOT Prequalification



Engineering Contracts Services
2829 W. Howard Place, 3rd Floor
Denver, CO 80204

NOTIFICATION OF PREQUALIFICATION

April 11, 2023

Oldcastle SW Group Inc
2273 River Road
Grand Junction, CO 81505

Limit Amount: Unlimited
Vendor ID: 672A

Reference is made to your application for registration as a qualified bidder on Colorado Highway work, dated April 11, 2023. 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 4/30/2024. 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

Oldcastle SW Group, Inc.
2273 River Road
Grand Junction, CO 81505-
01,02,03,04,05,06,07,08,10,11,18,22

ID: 672A
Phone: (970) 243-4900
Fax: (970) 243-5945

Unlimited
4/30/2024

12. Experience:

United Companies has been operating throughout western Colorado since 1953 and has 40 resource locations and 16 office locations. United Companies performs civil construction projects including CDOT, FAA, Central Federal Lands Highway Division, municipal, commercial, and residential and is the premier aggregate, hot and warm mix asphalt, and ready-mix concrete producer on the western slope. We operate three mobile crushing units, eight asphalt plants, and thirteen ready mix concrete plants.



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What truly distinguishes the Oldcastle SW Group is the ability to draw from our vast pool of manpower, equipment, material supply, and extensive knowledge of the work we perform to maximize our resources for the benefit of our projects, the owners, and stakeholders that we work with.

16. Key Personnel

- Jacob Davis - See attached
- Adam Lynch - See attached
- Richard Fults – See attached
- Thomas Sims – See attached
- Raul Fonseca – See attached

17. Previous Experience with Mesa County:

Mesa County 2022 Overlay Project
Mesa 58-M.6 Bridge Replacement
22 Rd I-J Road Improvement Project
Cameo Roadway Improvements
North River Road Shoulder Improvement Project
Mesa County 2021 Overlay Project
Mesa County 2020 Overlay Project
I70B & F.5 Road Project
Orchard Avenue to 29 Road
Mesa County 2019 Overlay Project
Mesa County Leachate Holding Ponds
HWY 340 Pedestrian Facility
I70B Frontage Road (F 1/2 Road)
E Road Phase 1 Improvements, SH 141
Mesa County 2016 Overlays
21 Road and H.4 Road Bridge Replacement
K Road at 21.5 Road Intersection Project
2014 Mesa County Overlay Project
Mesa County Overlays 2012 Continuation (Work Order)
Mesa County 2012 Overlay Project (30 Road)
Mesa County 2012 Overlay Project
Mesa County Overlays 2011
Peach St. Paving
Peach Street Water Line



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Telluride, Co. 81435
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Fax: 970.728.3015

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for our customers,
employees,
shareholders, and
neighbors

Jacob Davis, Estimator / Project Manager

Email: Jacob.Davis@unitedco.com

Jacob has worked with United Companies for five years. He brings with him 18 years of experience in the construction industry ranging from laborer to project manager and estimator. He has a strong background in the municipal and private sector work. Jacob's expertise includes underground utilities, roadway construction and subdivisions site packages. His excellent communication skills have created lasting relationships with owners, subcontractors, and co-workers alike. His attention to project details and elevated expectation to provide best value to all his jobs allow Jacob to work collaboratively with owners, engineers, and all stakeholders. Jacob maintains a strong focus on safety, quality, and overall project performance in all of his work.

Education:

Colorado State University

B.A., Business Administration – Economics Concentration

Certification:

Generation-2-Generation, Caterpillar – Leadership Training

OSHA 10 Hour Training

Smith System

Bid2Win Estimating Program

Work Zone Safety

First Aid / CPR

Projects:

Eagle County Schools

Contract Award Amount: \$761,000.00

Role: Estimator / Project Manager

Vail Valley Medical Center, Utility Improvements

Contract award Amount: ~ \$750,000.00

Basalt Underpass

Contract award amount: \$6,232,201.25

Role: Estimator / Project Manager

Eagle County Safe Routes

Contract Award Amount: \$214,460.00

Role: Estimator / Project Manager

21-H.4 Road Bridge Replacement

Contract Award Amount: \$888,054.70

Role: Estimator / Project Manager

Arrowhead Road Improvements

Contract Award Amount: \$406,421.30

Role: Estimator / Project Manager



A CRH COMPANY

2273 River Road
Grand Junction, Co.
81505

Office: 970.243.4900

Fax: 970.243.5945

www.united-gj.com



A CRH COMPANY

964 County Road 63 L

Telluride, Co. 81435

Office: 970.728.3775

Fax: 970.728.3015

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Adam Lynch, Construction Manager, United Companies and Telluride Gravel

Email: adam.lynch@unitedco.com

Adam has 20 years of civil construction experience, working in many positions including laborer, driver, equipment operator, roughneck, mechanic, foreman and project manager. Adam has worked at United Companies for 9 years and has taken on increasingly more challenging positions during that time. Adam has been the Construction Manager for four years for United Companies and Telluride Gravel. In this position, his responsibilities include oversight of all construction services totaling \$88M for 2019. As part of the construction services provided, the oversight encompasses nine project managers, three superintendents, seven base crews, six paving crews, and thirteen pipe/excavation crews. Adam's experience includes reconstruction, mass excavation, and site grading work for CDOT, FAA, FHWA, municipal and private sector projects. With his solid understanding of the construction services that we perform, and through collaboration with the project stakeholders, Adam offers a proven ability to successfully develop, collaborate, and implement project schedules. His skills are highlighted by his insight on the constructability of a project which allows the identification of risks and opportunities. This insight leads to the development of the delivery of the best value, safety, quality and timely completion of the project.

Education:

Olathe High School, Olathe, Colorado

Delta/Montrose Vo-Tech, Industrial Mechanics

Certification:

Work Zone Traffic Control & TECS Certification

First Aid / CPR

Erosion Control Supervisor

Weber State PM Certification Program

Reasonable Suspicion for Supervisors

Smith System

OSHA 10 Competent Person

OSHA Trenching and Shoring

CCA Certified Heavy Equipment Operator Apprenticeship

Projects and Awards:

CDOT State Highway 13 South of Meeker Reconstruction

Project Award Amount: \$4,444,526.29

Role: General Foreman/Assistant Project Manager

Awards: CDOT and CCA Project Manager of the 2012 Year

CDOT State Highway 340 & I-70, Roundabout Reconstruction

Awarded: CAPA Best in Colorado for Urban Highway Construction

Role: Assistant Project Manager / Base Crew Foreman

CDOT State Highway 13 North of 14 Mile Creek

Contract Award Amount: \$6,704,739.20

Role: Project Manager

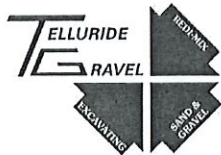
Awards: CDOT and CCA Project Manager of the 2013 Year



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Richard Fults, Grade and Earthwork Superintendent

Email: richard.fults@unitedco.com

Richard has an extensive background in the construction industry that spans over 44 years. His experience includes working as a mechanic's helper, heavy equipment operator, paving, grading, trucking and pipe foreman, assistant project manager, and project manager. Richard's extensive knowledge in all the disciplines that we perform has elevated him to his current position of Grade and Earthwork Superintendent. He oversees numerous base crews and their respective members in day to day construction operations. During his 22 years of employment, Richard has demonstrated his comprehensive understanding of the work that needs to be performed and the innate ability to identify and resolve conflicts before they interfere with a project. In doing so, Richard is able to deliver a project that is built with the highest standards of safety and quality, which are on time and within budget. Richard's dedication to a project's success was honored in 2011 as CDOT's Region 3 "Project Manager of the Year" for his superior performance on the State Highway 141, Unaweep Canyon Overlay Project. Richard is a seasoned construction professional whose continuous focus is targeted on what is best for the project.

Education:

Central High School
Mesa State College-Auto Mechanics

Certification:

OSHA Competent Person, Trenching and Shoring
First Aid/CPR
Work Zone Traffic Control
Reasonable Suspicion for Supervisors
Smith System Trainer
Erosion Control

Projects and Awards:

State Hwy 141:

Contract Amount: \$4,867,005.55
Awarded: CAPA "Best in Colorado – Rural Resurfacing"
Role: Project Manager

Yampa Valley Regional Airport:

Contract Amount: \$14,511,117.00
Role: Project Manager

Taylor River Road:

Contract Amount: \$10,727,706.05
Role: Project Superintendent

Cotton Wood Pass:

Contract Amount: \$20,712,491.00
Role: Project Manager

Achievements:

CDOT Project Manager of the Year, 2011
Unaweep Canyon Overlay Project State Highway 141



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Thomas Sims, Pipe, Utilities and Excavation Superintendent

Email: thomas.sims@telluridegravel.com

Thomas is a seasoned construction professional and throughout his twenty-three years with Telluride Gravel has had a career path of increasing responsibility which allowed him to grow with the company and the construction industry. He has successfully worked in resort, agricultural, residential, and commercial environments throughout western Colorado on projects that include roadway construction, storm drainage, irrigation piping, deep and shallow utilities, fusion welded pipe, structure excavation, site development and infrastructure work.

He began as a laborer on an excavation crew and quickly worked his way into a pipe fitter position on a deep utility crew. Thomas soon started operating equipment and due to his knowledge of the construction process and push for results, was placed in a Foreman's position. Thomas' keen eye for detail and ability to understand the total needs for a project permitted him to move into a Field Superintendent role where he managed multiple large projects. As the demand for work outside of the Telluride area increased, Thomas was a natural fit to take on the challenge of out of area Construction Manager. His management skills and proven ability to work as a partner with many different owners, engineers and municipalities brought innovation and significant value to all the projects and crews that he managed.

Thomas has always considered the safety of his crew, job site and general public to be foremost in the performance of his work. Consequently, it was a likely evolution that he assumed the role of Safety Manager for five years in addition to his Construct Manager duties.

Thomas' current role of Pipe, Utilities and Excavation Superintendent utilize his vast knowledge and ability to collaborate with owners and stakeholders for the mutual benefit of a project allowing him to continue delivering jobs of the highest quality and safety, on time, and within budget.

Education: Olathe High School

Certifications:

First Aid/CPR	Work Zone Traffic Control
Erosion Control	Smith System Trainer
40 hr. HAZWOPER	OSHA 50 hr. Train the Trainer
Reasonable Suspicion for Supervisors	

Projects:

Twin Buttes Utility and Drainage, Durango, CO.

Contract Amount: \$3,795,383.00

Role: Construction Manager

Minnesota Ditch Salinity Control Project Phase I & II, Paonia, Co.

Contract Amount: \$3,213,630.01

Role: Project Superintendent

Taylor River Road, Gunnison, Co.

Contract Amount: \$10,727,706.00

Role: Utility and Drainage Superintendent

West Colorado Ave, Waterline Replacement, Telluride, Co.

Contract Amount: \$779,810.00

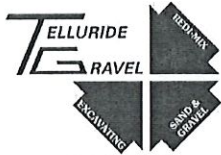
Role: Pipe, Utility, Excavation Superintendent



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Raul Fonseca, Paving Superintendent

Email: raul.fonseca@unitedco.com

In his 19 years of experience in the construction industry, Raul has been a laborer, equipment operator, and currently holds the position as our Highway Paving Crew Foreman. He has strong leadership and communication skills and embraces state of the art technologies which allow his crew to perform at the highest levels on DOT, FHWA and FAA projects. His work on the I70 Wolcott East, SH 139 Douglass Pass and Gunnison-Crested Bute Airport projects exemplifies his commitment to quality, safety and professionalism. His award-winning work has been recognized many times throughout the Western Slope and is an acknowledgement to the dedication of his crew to delivering a superior product to our customers.

Education:

Mexico City High School

Certifications:

First Aid/CPR
Reasonable Suspicion Drug Testing for Supervisors
Work Zone Traffic Control
Smith Driving System

Projects:

I70 Wolcott East, NHPP 0702-358:

Contract Amount: \$11,397,681.00
Awarded: Smoothest Pavement Category III
Role: Paving Foreman

SH 139 Douglass Pass Resurfacing, STR 139A-034 SH 139:

Contract Amount: \$4,998,047.00
Awards: NAPA: Quality in Construction Award, Excellence in Asphalt Pavement
Role: Paving Foreman

Blake Field, AIP No. 3-08-0014-012-2018:

Contract Amount: \$3,586,445.00
Role: Paving Foreman

I70 Parachute West, NHPP 0701-239:

Contract Amount: \$5,941,254.00
Role: Paving Foreman

Gunnison Crested Butte Airport:

Contract Award Amount: \$6,477,335.00
Awards: NAPA: Quality in Construction
Role: Paving Foreman

SH 17, Alamosa North to Hooper, NH 0171-101:

Contract Amount: \$6,999,976.00
Role: Paving Forman

US 50 Blue Creek West, NH 050A-016:

Contract Amount: \$3,284,308.00
Role: Paving Forman

MESA COUNTY INVITATION FOR BID
IFB Patterson/F Rd Overlay-23-MN
Mesa County & City of Grand Junction Joint Overlay Program 2023

The Board of County Commissioners of the County of Mesa, Colorado on behalf of the Department of Public Works (Division of Transportation), is accepting quotations for a company or individual to provide Hot Mix Asphalt Overlay services as specified in this Invitation for Bid (IFB) Patterson/F Rd Overlay-23-MN.

This IFB is available starting May 8th, 2023, 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 Solicitations. 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 firms and contractors 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.

Quotations must be submitted by providing a response in accordance with the specifications and placed in a sealed envelope bearing the return address of the bidder, and clearly marked Mesa County Overlay IFB Patterson/F Rd Overlay-23-MN. Quotes must be received at the Mesa County Division of Transportation Office – 971 Coffman Road, Bldg. B, Whitewater, CO 81527 NO LATER THAN 2:00 P.M. May 24th, 2023. Bids will be opened immediately following the solicitation deadline and will be tabulated and distributed electronically to all Bidders.

The most responsible quote or quotes will be determined by criteria deemed essential to Mesa County. The criteria are not limited to the lowest price. Mesa County reserves the right to reject all quotes, reject portions of any quote, or accept the quote or quotes deemed most advantageous to Mesa County. One bidder may or may not be the successful bidder. All quotes received are subject to negotiation prior to any contract award.

This IFB is not a commitment to purchase, and any expenditures experienced by the bidder in preparation and submission of the quote shall not be reimbursed by Mesa County; nor does Mesa County obligate itself with any action taken or cost incurred by Bidder in responding to this IFB.

This IFB will be non-exclusive. Mesa County reserves the right to purchase any supplies or services from other vendors.

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.

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

Published May 6th, and May 7th, 2023.

INSTRUCTIONS TO BIDDERS

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 Matt Nichols, Department 5025 P.O. Box 20,000, Grand Junction, CO 81502, 970-712-1601, Matthew.Nichols@mesacounty.us
- 1.3 The PROJECT COORDINATOR is Matt Nichols, 970-712-1601.
- 1.4 The CONTRACT ADMINISTRATOR is Connie Hahn, P.O. Box 20,000, Grand Junction, CO 81502, 970.244.1812, connie.hahn@mesacounty.us
- 1.5 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 24th, 2023 at 2:00 PM. BIDS will be opened and read publicly at 2:00 PM 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 contractor's.
- 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 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 PROJECT COORDINATOR, Matt Nichols, 970-712-1601, Matthew.Nichols@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 PROJECT COORDINATOR, it is necessary. COUNTY and PROJECT COORDINATOR 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, Connie Hahn, 970.244.1812, connie.hahn@mesacounty.us or COUNTY'S DESIGNATED REPRESENTATIVE Matt Nichols, 970-712-1601, Matthew.Nichols@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 time, and the authority that COUNTY and PROJECT COORDINATOR 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 PROJECT COORDINATOR 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 A mandatory pre-bid Conference will be held May 11th, 2023 at 10:00 AM in the Multi-Purpose Room A at the Mesa County Central Service Building located at 200 South Spruce, Grand Junction, CO 81502. Enter the building by the West Door which is marked: **Elections**. Turn left and go down the hall to the Multi Purpose Room. 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 PROJECT COORDINATOR. Requests shall clearly describe the product for which approval is asked, including all necessary data to demonstrate its acceptability. The PROJECT COORDINATOR 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: Connie Hahn, Response to Bid IFB Patterson/F Rd Overlay-23-MN and CONTRACTOR’s name.

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 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 COUNTYS 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 Policy's 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.

- 10.2 This project is jointly funded by Mesa County and the City of Grand Junction per a Memorandum of Understanding (MOU). As a result of this MOU, the contractor will need to invoice both the City of Grand Junction and Mesa County separately, in accordance with the MOU, for the work performed in each jurisdiction during the monthly progress payments.