



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

CONTRACT

This CONTRACT made and entered into this 2nd day of July, 2020 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and CLI Services hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as RFP-4795-20-SH Avalon Marquee.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

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

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
b. Solicitation Documents for the Project and all Addenda; RFP-4795-20-SH;
c. Intent to Award
d. Contractors Response to the Solicitation
e. Work Change Requests (directing that changed work be performed);
f. Field Orders
g. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

### ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

### ARTICLE 4

Contract Time and Liquidated Damages: Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.

### ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Seventy-Eight Thousand Seven Hundred Sixty-Two Dollars (\$78,762.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1) the Owner has accepted such Work as completed according to the Contract Documents; 2) the Contractor is entitled to final payment therefore; 3) thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4) persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment.

Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Bid Bond shall be not less than five percent (5%) of the Contract Price set forth in Article 5.

ARTICLE 7

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed in its behalf, and the Contractor has signed this Contract the day and the year first mentioned herein.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Jim Stewart  
Title: Facilities Manager

7/1/2020 | 16:49 MDT  
Date

**CLI Services**

DocuSigned by:  
By: Randy Garcia  
Title: Sales Manager

7/8/2020 | 13:53 MDT  
Date



**Purchase Order  
No. 2020-00000403**

**DATE 07/01/2020**

**Ph. (970) 244-1513**

**Fax (970) 256-4022**

**Ship To** City of Grand Junction  
333 West Ave  
Building B  
Grand Junction, CO 81501

**Bill To** City of Grand Junction  
333 West Ave  
Building B  
Grand Junction, CO 81501

**Vendor** **VENDOR NO. 9188**  
Colorado Lighting Inc.  
1831 E. 73rd Avenue Unit B  
Denver, CO 80229

**PAGE 1 of 1**  
**SHIP VIA** Vendor Delivery  
**DELIVER BY** 10/30/2020  
**FREIGHT TERMS** FOB Destination  
**Payment Terms: Net 30 Days**  
**Buyer Name:** Susan Jill Hyatt  
**Buyer Email:** susanh@gjcity.org

Award RFP-4795-20-SH

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Su	CONTRACT SERVICES - Avalon Theater Marquee - price includes all labor, materials, permits, etc. Price is all inclusive. Work will begin after receipt of all materials by CLI Services. Job to be completed 30 days after start date.	78,762.0000	\$78,762.00
<b>PURCHASE ORDER TOTAL</b>				<b>\$78,762.00</b>

**Special Instructions:** PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE  
**Tax Exempt No. 98-03544**

By: Susan J. Hyatt



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/02/2020

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

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

<b>PRODUCER</b> FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	<b>CONTACT NAME:</b> CLIENT CONTACT CENTER	
	<b>PHONE (A/C, No, Ext):</b> 888-333-4949	<b>FAX (A/C, No):</b> 507-446-4664
<b>E-MAIL ADDRESS:</b> CLIENTCONTACTCENTER@FEDINS.COM		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> FEDERATED MUTUAL INSURANCE COMPANY		13935
<b>INSURER B:</b> FEDERATED SERVICE INSURANCE COMPANY		28304
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1485

REVISION NUMBER: 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	9191545	03/31/2020	03/31/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	9191545	03/31/2020	03/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	9191547	03/31/2020	03/31/2021	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	9191546	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

**CERTIFICATE HOLDER****CANCELLATION**
 175-227-8  
 CITY OF GRAND JUNCTION  
 333 WEST AVE UNIT B  
 GRAND JUNCTION, CO 81501-5826

1485 0

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

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED COLORADO LIGHTING, INC 1831 E 73RD AVE UNIT B DENVER, CO 80229-6901	
POLICY NUMBER SEE CERTIFICATE # 1485.0		EFFECTIVE DATE: SEE CERTIFICATE # 1485.0	
CARRIER SEE CERTIFICATE # 1485.0	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: AVALON THEATRE MARQUEE, 645 MAIN STREET GRAND JUNCTION, CO 81501  
 CONTRACTUAL LIABILITY COVERAGE FOR LIABILITY FOR DAMAGES ASSUMED IN A CONTRACT OR AGREEMENT THAT IS AN "INSURED CONTRACT" IS PROVIDED PER THE CG 00 01, COMMERCIAL GENERAL LIABILITY COVERAGE FORM.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.  
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - COMPLETED OPERATIONS ENDORSEMENT.  
 INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - AUTOMATIC STATUS WHEN  
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

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 any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



2. "Bodily injury" or "property damage" occurring after:

- a. 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
- b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
CITY OF GRAND JUNCTION 333 WEST AVE UNIT B GRAND JUNCTION CO 81501	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO AVALON THEATRE MARQUEE, 645 MAIN STREET GRAND JUNCTION, CO 81501 FOR INSTALLATION OF AN LED MARQUEE SIGN.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 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.

COLORADO LIGHTING, INC  
1831 E 73RD AVE UNIT B  
DENVER CO 80229



THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. COC65031

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

Colorado Lighting, Inc.
1831 E. 73rd Avenue, Unit B
Denver, CO 80229

OWNER (Name and Address):

City of Grand Junction
333 West Avenue, Building B
Grand Junction, CO 81501

SURETY (Name and Principal Place of Business):

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306 - 3498

CONSTRUCTION CONTRACT

Date: July 3, 2020

Amount: \$78,762.00 Seventy Eight Thousand Seven Hundred Sixty Two Dollars and 00/100

Description (Name and Location): Avalon Marquee ~ RFP-4795-20-SH

BOND

Date (Not earlier than Construction Contract Date): July 8, 2020

Amount: \$78,762.00 Seventy Eight Thousand Seven Hundred Sixty Two Dollars and 00/100

Modifications to this Bond: [X] None [ ] See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Colorado Lighting, Inc.

Signature: [Handwritten Signature]
Name and Title: Chris Frank
General Manager

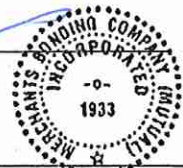
(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)

Merchants Bonding Company (Mutual)

Signature: [Handwritten Signature]
Name and Title: Elizabeth Ostblom
Attorney-in-Fact



(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

Moody Insurance Agency, Inc.
8055 E. Tufts Ave., Suite 1000
Denver, CO 80237
303-824-6600

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

**1** The Contractor and the 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 to participate in conferences as provided in Subparagraph 3.1.

**3** If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

**3.1** The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. 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; and

**3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

**3.3** The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

**4** When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

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

**4.3** 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 the 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 Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

**4.4** 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, tender payment therefor to the Owner; or

**.2** Deny liability in whole or in part and notify the Owner citing reasons therefor.

**5** If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen 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 Subparagraph 4.4, and the Owner refuses the payment tendered 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.

**6** After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, 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. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

**6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**6.2** 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 Paragraph 4; and

**6.3** 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.

**7** 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 or successors.

**8** 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.

**9** 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 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 avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

**10** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

**11** 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**12 DEFINITIONS**

**12.1** 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 Con-

tractor 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.

**12.2** Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

**12.3** Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

**12.4** Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**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  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. COC65031

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

**KNOW ALL MEN BY THESE PRESENTS:** that Colorado Lighting, Inc.  
(Here insert full name and address or legal title of Contractor)

1831 E. 73rd Avenue, Unit B Denver, CO 80229

as Principal, hereinafter called Principal, and, Merchants Bonding Company (Mutual)  
(Here insert full name and address or legal title of Surety)

P.O. Box 14498, Des Moines, IA 50306 - 3498

as Surety, hereinafter called Surety, are held and firmly bound unto City of Grand Junction  
(Here insert full name and address or legal title of Owner)

333 West Avenue, Building B Grand Junction, CO 81501

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of Seventy Eight Thousand Seven Hundred Sixty Two Dollars and 00/100  
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 78,762.00 ),

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

### WHEREAS,

Principal has by written agreement dated July 3, 2020, entered into a contract with Owner

for  
(Here insert full name, address and description of project)

Avalon Marquee ~ RFP-4795-20-SH

in accordance with Drawings and Specifications prepared by  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 8th day of July, 2020.

ATTEST:

By: [Signature]  
(Witness)

Colorado Lighting, Inc.  
(Principal) (Seal)  
By: [Signature]  
Chris Frank (Title) General Manager

WITNESS:

By: [Signature]  
(Witness)



Merchants Bonding Company (Mutual)  
(Surety) (Seal)  
By: [Signature]  
Elizabeth Ostblom (Title) Attorney-in-Fact



**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Elizabeth Ostblom**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: COC65031  
 Principal: Colorado Lighting, Inc.  
 Oblige: City of Grand Junction

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

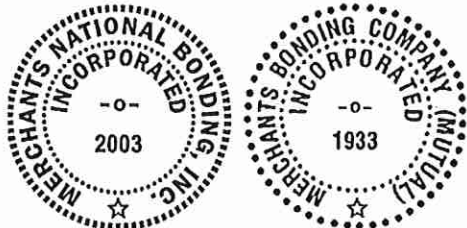
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of July, 2020.

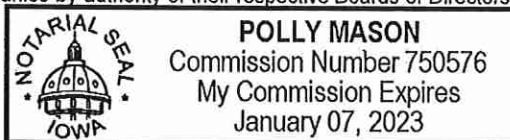


MERCHANTS BONDING COMPANY (MUTUAL)  
 MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
 President

STATE OF IOWA  
 COUNTY OF DALLAS ss.

On this 8th day of July, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



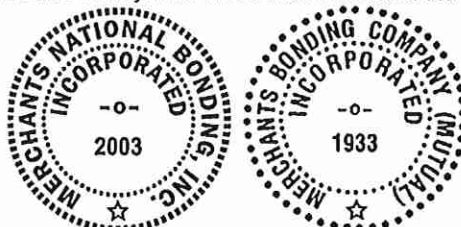
*Polly Mason*

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 8th day of July, 2020.



*William Warner Jr.*  
 Secretary



### NOTICE TO PROCEED

Date: July 10, 2020  
Contractor: CLI Services  
Project: Avalon Marquee RFP-4795-20-SH

In accordance with the contract dated July 2, 2020 the Contractor is hereby notified to begin work on the Project after receipt of materials.

The date of final completion as determined is 30 days after receipt of all materials.

### CITY OF GRAND JUNCTION, COLORADO

Susan J. Hyatt, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: CLI Services

By:   
281890817273493...

Print Name: Randy Garcia - Sales Manager, CLI Services

Title: Sign Div Sales Manager

Date: 7/10/2020 | 16:15 MDT



**NOTICE OF INTENT TO AWARD**

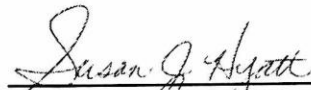
Date: June 30, 2020  
Contractor: CLI Services  
Project: Avalon Marquee RFP-4795-20-SH

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

The Contractor is hereby notified that the Response received from the Contractor for the Project in the amount of **\$78,762** was accepted. The Contractor is hereby awarded all portions of the Project described as: **AVALON MARQUEE**, the entire project as itemized in the Solicitation Response.

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

  
\_\_\_\_\_  
Susan Hyatt, Senior Buyer

Receipt of this Notice to Award is hereby acknowledged:

Contractor: CLI Services  
By:   
Title: Sales manager / Sign Division  
Date: 7/1/2020

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



**Request for Proposal  
RFP-4795-20-SH**

**AVALON THEATRE MARQUEE**

**RESPONSES DUE:**

June 4, 2020 prior to 2:30 P.M. Local Time

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

[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)

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

**PURCHASING REPRESENTATIVE:**

Susan Hyatt  
susanh@gjcity.org  
970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

## **TABLE OF CONTENTS**

### **Section**

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**
- 8.0 Attachments**

## REQUEST FOR PROPOSAL

### SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 **Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (City). All contact regarding this RFP shall be directed to:

**RFP Questions:**

Susan Hyatt

[susanh@gjcity.org](mailto:susanh@gjcity.org)

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement prior to award, and may result in disqualification.

- 1.2 **Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide and install a Digital LED Lighted/Scrolling Marquee Sign for the Grand Junction Avalon Theatre as described in Section 3.
- 1.3 **Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.4 **Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5 **Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado).** **The uploaded response shall be a single PDF document with all required information included.** **This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals.** (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 4.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.6 **Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Offerors shall acknowledge receipt of all addenda in their proposal. Addenda and solicitations are posted on the City's website, [www.gjcity.org/business-and-economic-development/bids](http://www.gjcity.org/business-and-economic-development/bids), for informational purposes.
- 1.9 Exception and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.10 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **"Confidential Disclosure"** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.11 Response Material Ownership:** All proposals become the property of the City upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.12 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.

- Be otherwise qualified and eligible to receive an award and enter into a contract with the City.

- 1.13 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions
- 1.14 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed. **NOTE: Due to COVID-19 City Hall may be closed to the public. If so, following normal operating procedure the names and location of proposing firms will be posted on the City's website.**

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly



notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.

- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.8. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.9. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no

further retainage will be made and this amount will be retained until such time as final payment is made.

- 2.10. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

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

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives is written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

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

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

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

- 2.11. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.12. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.13. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.14. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.15. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.16. Acceptance Not Waiver:** The City's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The City's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

- 2.17. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.18. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.
- 2.19. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.20. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.21. Confidentiality:** All information disclosed by the City to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.22. Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this RFP.
- 2.23. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.24. Cancellation of Solicitation:** Any solicitation may be canceled by the City or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the City.
- 2.25. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.26. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.27. Employment Discrimination:** During the performance of any services per agreement with the City, the Offeror, by submitting a Proposal, agrees to the following conditions:

- 2.27.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.27.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.27.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.28. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.29. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 2.30. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.
- 2.31. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.32. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.33. Indemnification:** Offeror shall defend, indemnify and save harmless the City and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.
- 2.34. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants

or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.35. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.36. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City.
- 2.37. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.38. Remedies:** The Offeror and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.39. Venue:** Any agreement as a result of this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.40. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the City.
- 2.41. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.42. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.43. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

- 2.44. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the City may, at their discretion, terminate this contract without liability to the City.
- 2.45. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.46. Performance of the Contract:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award.
- 2.47. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.48. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.49. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.50. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.51. Definitions:**
- 2.51.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.51.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

- 2.51.3.** “Contractor” is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.51.4.** “Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

**2.52. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an City employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the City.

**2.53. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

**2.53.1.** "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

## SECTION 3.0: INSURANCE REQUIREMENTS

**Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition



to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1 General/Background:** The City of Grand Junction, Colorado (City) is seeking proposals from qualified firms to design and install a Digital LED Marquee Sign above the entrance of the Avalon Theatre located at 645 Main Street, Grand Junction, Colorado 81501. The Avalon Theatre is located in Downtown Grand Junction on the corner of 7th and Main Street. The Box Office is located on the newly renovated east side of the Avalon Theatre closest to the roundabout. The Marquee will be attached to this renovated side of the Theatre. See Section 8: Attachment for an architectural rendering of the concept.
- 4.2 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:**  
Susan Hyatt, Senior Buyer  
City of Grand Junction  
[susanh@gjcity.org](mailto:susanh@gjcity.org)
- 4.3 Project Manager:** The Project Manager for the Project is Jim Stavast, who can be reached at (970)244-1569. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:  
City of Grand Junction  
General Services Department, Facilities  
Attn: Jim Stavast, Project Manager  
333 West Avenue, Building B  
Grand Junction, CO 81501  
970/244-1569  
[jimst@gjcity.org](mailto:jimst@gjcity.org)
- 4.4 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project. Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 4.5 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO. Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.
- 4.6 Contract:** A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the bidder's response (bid) to the RFP, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the Proposal by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- A.** The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- B.** Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a

modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**4.7 Time of Completion:** The scheduled time of Completion for the Project is 30 Calendar Days from the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed.

**4.8 Working Days and Hours:** The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:

All work shall be performed between the hours of 7:00 AM to 5:00 PM Monday-Friday.

**4.9 Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.12. Contractor shall supply to Owner all copies of finalized permits.

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

**4.11 Clean-Up:** The Contractor is responsible for cleaning up all loose materials. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

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

**4.13 Scope:** The awarded contractor shall supply and install the Marquee meeting all necessary requirements.

**4.13.1** Provide all materials and labor for the complete design and installation of the LED Marquee sign, to include all electrical work, I.T. related work, initial programming and start up.

**4.13.2** 8mm full color LED display.

**4.13.3** High quality imaging with the capability to scroll messages/video or have a static image.

**4.13.4** Minimum height for the active display is 36 inches.

**4.13.5** Length is to be approximately 39 feet.

**4.13.6** The marquee is to wrap around two sides of the entrance, the east side and north sides.

**4.13.7** Square corner on the wrap is acceptable and preferred.

**4.13.8** Messaging and/or video are to scroll horizontally from one side around to the other.

**4.13.9** Contractor is responsible for verifying all measurements before design and installation.

**4.13.10** Contractor is responsible for obtaining all necessary permits and paying necessary fees.

**4.13.11** An electrical conduit from the exterior above the entry to power panel RP3 exists with a pull string in place.

**4.13.12** Access to the building's Wi-Fi system is available.

- 4.13.13 Provide owner training for software operation and programming, and Marquee operation.
- 4.13.14 Provide owner with one paper set, and one digital set on a flash drive of the Operations and maintenance manuals, design drawings, and specifications/cut sheets of all equipment used.

**4.14 Submit the following documentation for the Marquee Sign:**

- 4.14.1 Submittals and specifications on the equipment you propose to use.
- 4.14.2 Written narrative describing why your company chose this brand of equipment.
- 4.14.3 Copies of written warranties for the Marquee and it's LED infrastructure.
- 4.14.4 State installation warranty period for the marquee.

**4.15 Submit the following documentation for the Marquee software:**

- 4.15.1 Provide a cut sheet and/or brochure describing the operating software, it's capabilities, and how user friendly it is.
- 4.15.2 Provide a copy of the software warranty and describe what it covers. How long is the warranty period?
- 4.15.3 Are there annual maintenance fees for the software?
- 4.15.4 If so, what is the cost and what does the maintenance agreement cover?
- 4.15.5 Are any graphic designs for the Avalon provided by the software company or your company included?
- 4.15.6 If so, describe the design services provided.
- 4.15.7 If not, describe how graphic design services are typically performed for marquee signs in your industry.
- 4.15.8 Provide an overview of what graphic designing typically costs for marquee signs.

**4.16 RFP Tentative Time Schedule:**

- |  |   |
|--|---|
| • Request for Proposal available                 | May 19, 2020                            |
| • Inquiry deadline, no questions after this date | May 26, 2020                            |
| • Addendum issued, if needed                     | May 26, 2020                            |
| • Submittal deadline for proposals               | June 4, 2020 at 2:30 PM                 |
| • City evaluation of proposals                   | June 5 – 10, 2020                       |
| • Interviews (if required)                       | June 16, 2020                           |
| • Final selection                                | June 17, 2020                           |
| • City Council Approval (if required)            | July 1, 2020                            |
| • Contract execution                             | July 2, 2020                            |
| • Bonding & Insurance Cert due                   | July 10, 2020                           |
| • Work begins                                    | Upon Notice to Proceed                  |
| • Completion date                                | 30 Calendar Days from Notice to Proceed |

**4.17 Questions Regarding Scope of Services:**

Susan Hyatt  
[susanh@gjcity.org](mailto:susanh@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the BidNet website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A** to **G**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact with City’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. Plans/Drawings:** Contractor shall provide conceptual or 30% plans/drawings with their proposal response.
- E. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- F. Fee Proposal:** Provide a fixed Fee utilizing the form in Section 7.0 Solicitation Response Form.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 5.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 5.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The City reserves the right to reject any and all portions of proposals and take into consideration past performance, if available. The following parameters will be used to evaluate the submittals (in no particular order of priority). Definitions of each criterion is shown in parenthesis below each point.

- **Responsiveness of submittal to the RFP**  
(Contractor has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the project and the objectives**  
(Contractor's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience**  
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability**  
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Strategy & Implementation Plan**  
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
- **References**  
(Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- **Fees**  
(All fees associated with the project are provided and are complete and comprehensive.)

City also reserves the right to take into consideration past performance of previous awards/contracts with the City of any vendor, contractor, supplier, or service provider in determining final award(s). The City will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 5.3 Oral Interviews:** The City may invite the most qualified rated proposers to participate in oral interviews.
- 5.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The City reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Consultant.

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-4795-20-SH Avalon Theatre Marquee**

*Offeror must submit entire Form completed, dated and signed.*

Total cost to provide services as described: \$ \_\_\_\_\_

WRITTEN: \_\_\_\_\_ dollars.

**Alternate #1: Rounded Corner Marquee:** \$ \_\_\_\_\_

WRITTEN: \_\_\_\_\_ dollars.

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*The City reserves the right to accept any portion of the work to be performed at its discretion*  
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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the City.

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the City if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

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

State number of Addenda received: \_\_\_\_\_.

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

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date

## SECTION 8.0: ATTACHMENT

Below is an architectural rendering of the Marquee. Please submit your own design and suggested installation.







Purchasing Division

## **ADDENDUM NO. 1**

**DATE:** May 20, 2020  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Interested Parties  
**RE:** Avalon Theatre Marquee RFP-4795-20-SH

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

Please make note of the following:

1. **Question:** Is there a budget for this project?  
**Answer:** Yes, but it will not be shared.
2. **Question:** Is there an estimated start/end date?  
**Answer:** The start/end date is found in Section 4.16. The intent is to have the work done this summer. Please see revised schedule below in Item 12.
3. **Question:** Will there be a scheduled walkthrough? If not, will we be able to visit the site to gather information?  
**Answer:** A site visit will be scheduled for 9:00 A.M. on Wednesday, May 27. The solicitation document has been amended to include the following verbiage:  
**Site Visit: It is HIGHLY RECOMMENDED prospective bidders attend a pre-bid meeting on May 27, 2020 at 9:00 A.M. Meeting location shall be at the Avalon Theatre located at 645 Main Street, Grand Junction, CO.** The purpose of this visit will be to inspect and to clarify the contents of this solicitation.

### **Specification Requirements:**

4. SMD lamps are preferred over RGB.
5. Resolution of marquee shall be 112x1472.
6. Acceptable lamp brands: Nichia, Cree, Multicolor or Nationstar.
7. Please provide brand of power supply in your response. Include information regarding IC chips and amount of copper used in circuit boards.
8. Preferred LED manufacturers are listed below. Others will be considered with proof of quality.  
Yaham  
Liantronics  
ROE

- 9. Provide the name of the actual manufacturing plant where the LED models are made in China and brand of lamp used.
- 10. Describe how long it will take to get all the materials required for the marquee, and how long to install once the materials have been received.
- 11. Spare parts: include minimum 3% spare parts package to include modules, power supplies, scan cards and cables.

12. Section 4.16 has been amended to read:

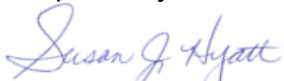
**4.16 RFP Tentative Time Schedule:**

- Request for Proposal available May 19, 2020
- Site Visit May 27, 2020 at 9:00 A.M.
- Inquiry deadline, no questions after this date June 3, 2020
- Addendum issued, if needed June 5, 2020
- Submittal deadline for proposals June 16, 2020 at 2:30 PM
- City evaluation of proposals June 17 – 22, 2020
- Interviews (if required) June 23, 2020
- Final selection June 25, 2020
- City Council Approval (if required) July 15, 2020
- Contract execution (may vary) July 16, 2020
- Bonding & Insurance Cert due July 24, 2020
- Work begins Upon Notice to Proceed
- Completion date 30 Calendar Days from receipt of required materials.

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

All other conditions of subject remain the same.

Respectfully,



Susan Hyatt, Senior Buyer  
 City of Grand Junction, Colorado



Purchasing Division

## **ADDENDUM NO. 2**

**DATE:** June 5, 2020  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Interested Parties  
**RE:** Avalon Theatre Marquee RFP-4795-20-SH

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

Please make note of the following:

1. **Question:** Is 8mm the maximum pitch allowed?  
**Answer:** Yes, the pitch must 8.00mm or less. Please clarify, to the hundredth, what pitch your proposed display will be. Pitch that exceed 8.00 mm will not be considered.
2. **Question:** Is the 112 x 1472 resolution the minimum required?  
**Answer:** Yes, the display must be 112 x 1472, or greater; not to exceed 3' x 39'.
3. **Question:** Does the display require live video capability?  
**Answer:** Yes, the display must be full video capable, to include live camera/streaming video, at a full 6.0fps video rate
4. **Question:** Is the display lamp to be SMD only?  
**Answer:** Yes.
5. **Question:** Will you accept any lamp brand other than what is specified in Addendum No. 1?  
**Answer:** No.
6. **Question:** What IC chip information are you looking for, and what do you mean by amount of copper used?  
**Answer:** Provide brand of IC chip used and the respective failure rate published by that chip manufacturer. Include how many layers your circuit boards are and the total amount of copper, in ounces, used to manufacture those boards.
7. **Question:** Are you requesting the original Chinese manufacturer of the modules or just the lamps?

**Answer:** Both. We need to know the original manufacturer in the event your company goes out of business and we need spare parts. Please include the actual model number of the LED lamp.

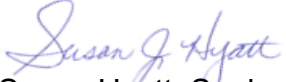
8. **Question:** A required resolution of 112x1472 is listed in the Addendum. Will you be accepting proposed resolutions that a better (more dense) than 112x1472?  
**Answer:** Yes, 'better than' will be considered.
9. **Question:** What is behind the fascia of the East and North sides of the theatre? I am concerned with what structure is available for anchoring the signage.  
**Answer:** Please see the Attachments included in this Addendum.
10. **Question:** Will there be another site visit scheduled or are you open to scheduling one?  
**Answer:** No other site visit is scheduled. No new questions will be accepted after June 3, 2020.
11. **Question:** Does power panel RP3 have a 220 volt 30 amp circuit available?  
**Answer:** There are six (6) 20-amp spare circuits available in power panel RP3.
12. **Question:** May I change my company as listed on Bidnet?  
**Answer:** Your submitted bid form can reflect any name you choose to insert. All contract and bonding documents will reflect this same name, whatever you make it. If you want to change your name on the BidNet website, you will need to call their 800 number.
13. **Question:** Are there dimensions available for each side of the sign?  
**Answer:** Please see the Attachments included in this Addendum
14. **Question:** What is the material that we will be attaching the display to? I.E. Concrete Panel, composite material?  
**Answer:** Please see the Attachments included in this Addendum
15. **Question:** Are there limits as to the weight of the display?  
**Answer:** No.
16. **Question:** Given uncertainties with supply chains due to Covid Virus, is the 30 day limit for project completion negotiable?  
**Answer:** The completion date is 30 calendar days from receipt of required materials.
17. **Question:** "Completion Date – 30 days from receipt of required materials". Does "receipt of required materials" indicate the day the City of Grand Junction has all relevant documents or the day we would have all items in our stock ready for install?  
**Answer:** Thirty calendar days from when you have all of the materials required for installation.
18. **Question:** Is the sign permit required a no cost permit?  
**Answer:** There is no cost for the City permit.
19. **Question:** Please verify engineer-stamped drawings are **not** required.  
**Answer:** Engineer stamped drawings are not required.

20. **Question:** Is 240v 40 amp service available?  
**Answer:** There are six (6) 20-amp spare circuits available in power panel RP3.
21. **Question:** What is the shortest distance between the RP3 power panel and proposed sign location?  
**Answer:** It is approximately 100 feet from Panel RP3 to where the conduit daylights on the exterior of the building in a direct line.
22. **Question:** What is the length of the existing electrical conduit?  
**Answer:** The length is unknown.
23. **Question:** How much power is available currently? Voltage, amps?  
**Answer:** Panel RP3 is a 120/208 3 phase 200 amp panel that has six spare 20 amp breakers available.
24. **Question:** We intend to submit a bid with 6mm SMD Full Color, which is higher resolution than the bid asks. Would this be acceptable? At 36" x39' our pixel matrix would be 144 x 1776.  
**Answer:** A pixel matrix of 144 x 1776 will be considered.
25. **Question:** What type of software system is preferred for this marquee – cloud-based (access from anywhere) or local (access from onsite)?  
**Answer:** A cloud based system is preferred.
26. **Question:** What content file types should the software system support? (.avi, .jpg, .bmp, etc.)  
**Answer:** Either .jpg or .png is acceptable. However, .ai or .eps is preferred.
27. **Question:** Is the marquee display required to have self-diagnostic and reporting capabilities for component failures?  
**Answer:** It would be nice, but the City is relying on those offering Proposals to tell us what they can offer.
28. **Question:** Is there a minimum display/software warranty period?  
**Answer:** Please submit the standard warranty for your product.
29. **Question:** What is the minimum Ingress Protection rating required of the marquee display? (Industry std. is IP65)  
**Answer:** Please submit the standard for your product. The City will rely on the Proposers to tell us what they can offer.
30. Attachments included in this Addendum:  
Sheet AE-201 (East & West Elevations)  
Sheet AE-202 (North & South Elevations)  
Sheet AE-312 (Wall Sections – see #4)  
Sheet AE-313 (Wall Sections – see #4/313)  
Sheet AE-511 (Section Details – see detail #3)  
Sheet S-513 (Steel Sections & Details – see detail #3)

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

All other conditions of subject remain the same.

Respectfully,

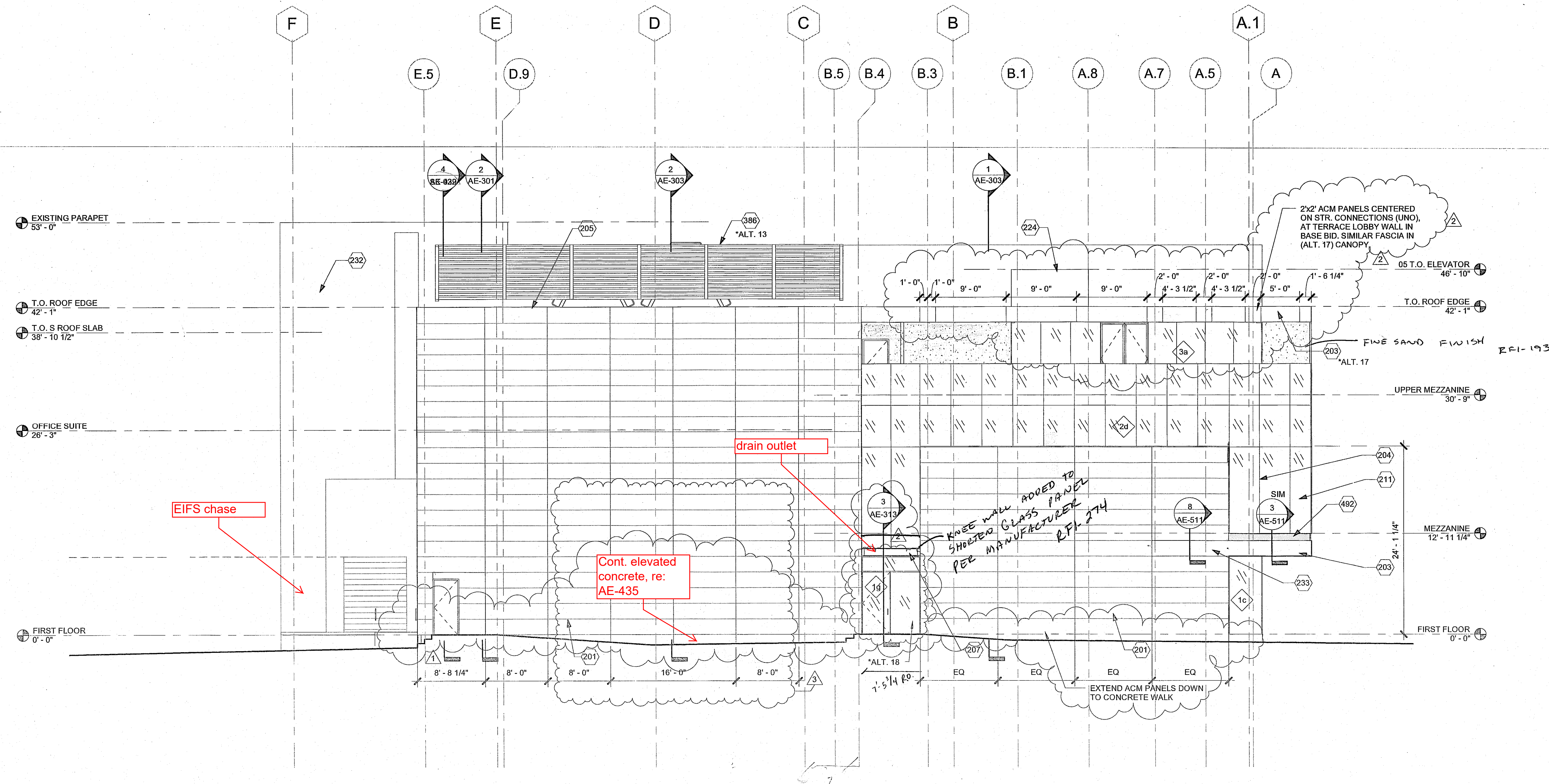


Susan Hyatt, Senior Buyer  
City of Grand Junction, Colorado

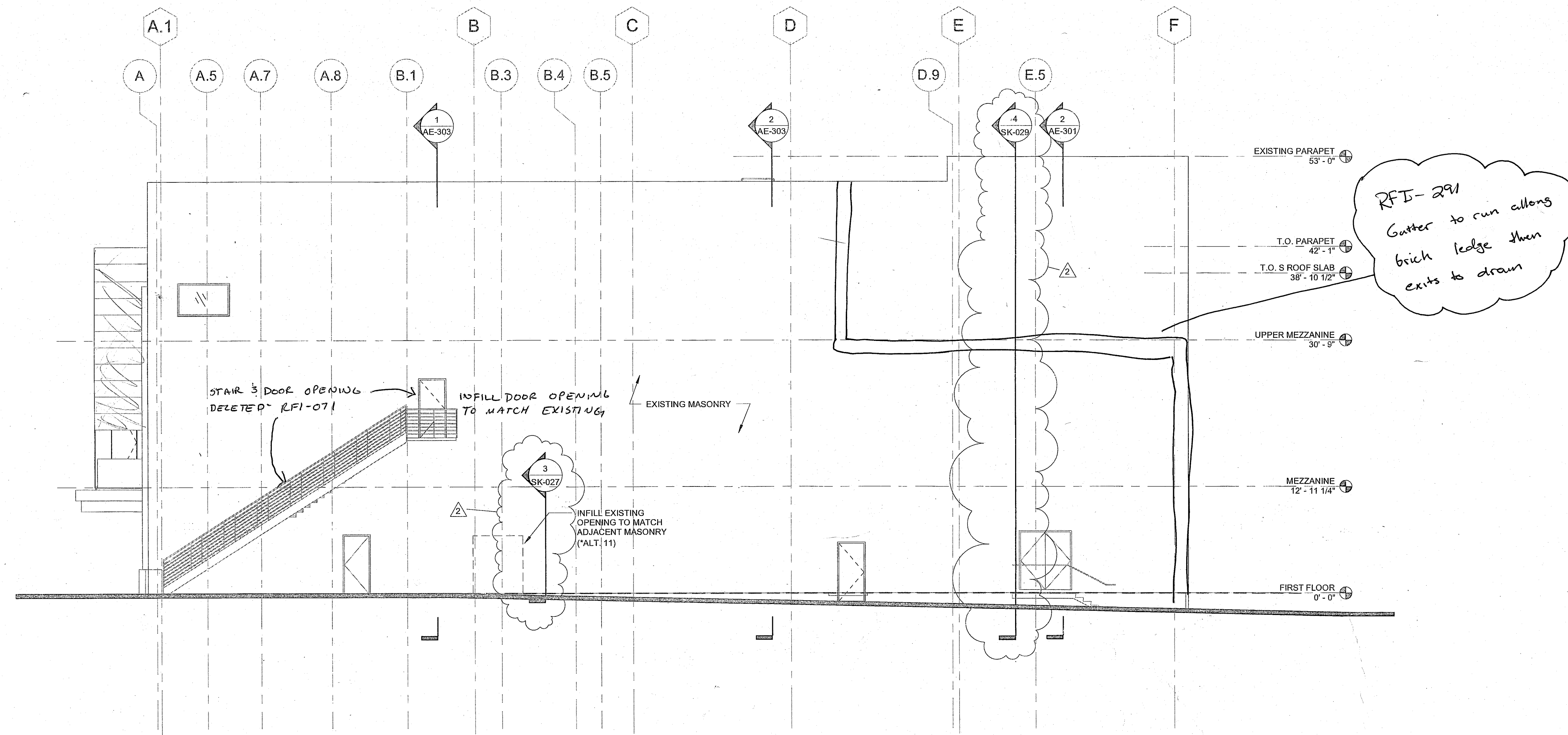
Issued / Revised No.	Date	Description
	2/26/13	ISSUED FOR PERMIT
1	3/11/13	Addendum No. 1
2	3/21/13	Addendum No. 2
3	7/26/13	VE / SCOPE REDUCTIONS

Keynote Legend

201	ALUMINUM COMPOSITE METAL PANEL SYSTEM
203	ALUMINUM COMPOSITE FASCIA PANEL
204	ALUMINUM CURTAIN WALL SYSTEM W/ 1" INS. GLAZING, HORIZONTAL AND VERTICAL BUTT GLAZED JOINTS
205	PREFINISHED METAL COPING
207	ENTRY CANOPY WITH STEEL CHANNEL PROFILE
211	CLEAR - TEMPERED 1" INS. GLAZING
224	ELEVATOR OVERRUN - BEYOND
232	BRICK MASONRY WALL - BEYOND
233	ALUMINUM PANEL REVEAL
386	GALVANIZED SCREEN WALL
492	STEEL CHANNEL. SEE STRUCTURAL, PAINT



1 EAST ELEVATION  
1/8" = 1'-0"



2 WEST ELEVATION  
1/8" = 1'-0"

RFI-291  
Gutter to run along brick ledge then exits to drain



Avalon Theatre  
Addition and Renovation

Commission # 12036.00

Westlake Reed Leskoski

One East Camelback Rd.  
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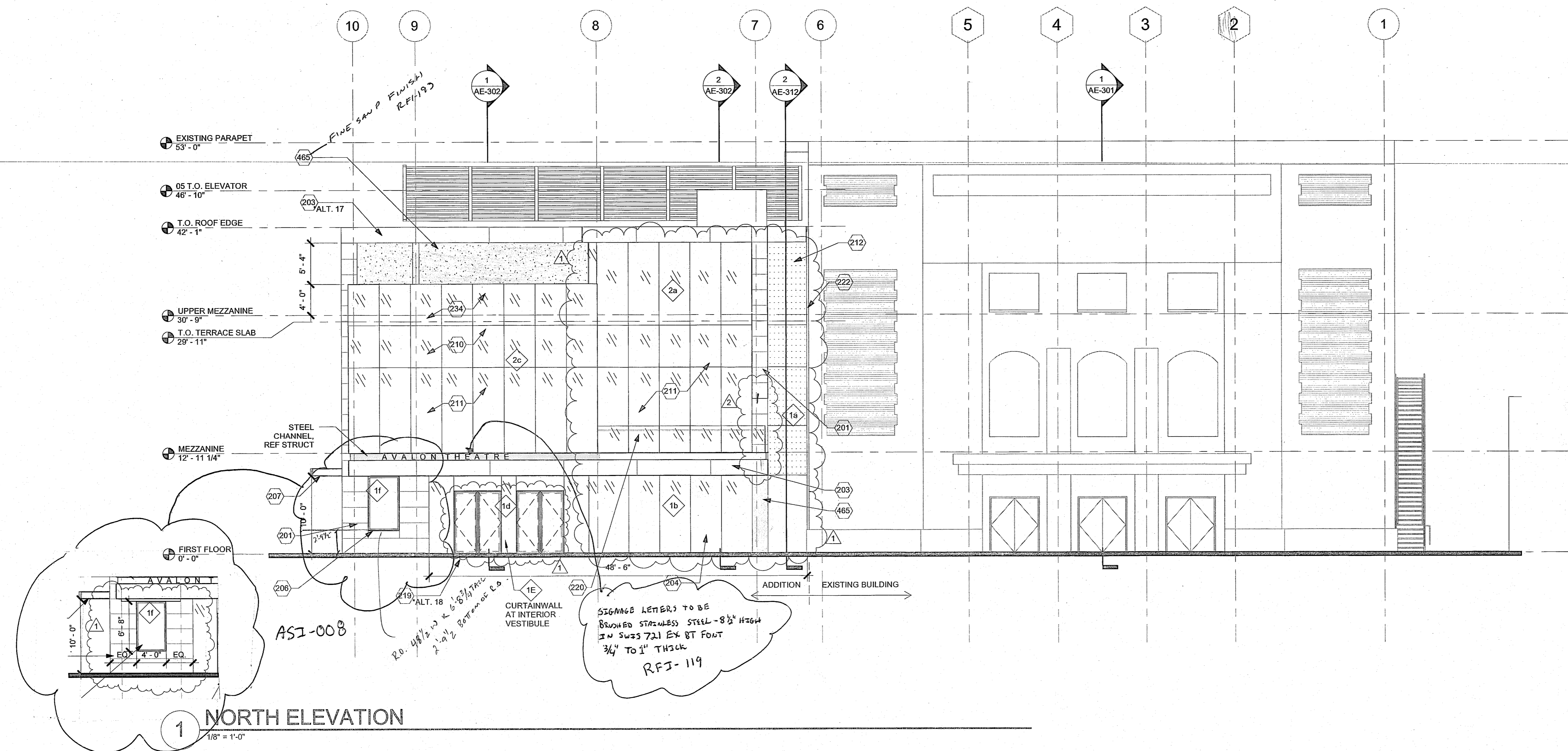
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EXTERIOR ELEVATIONS

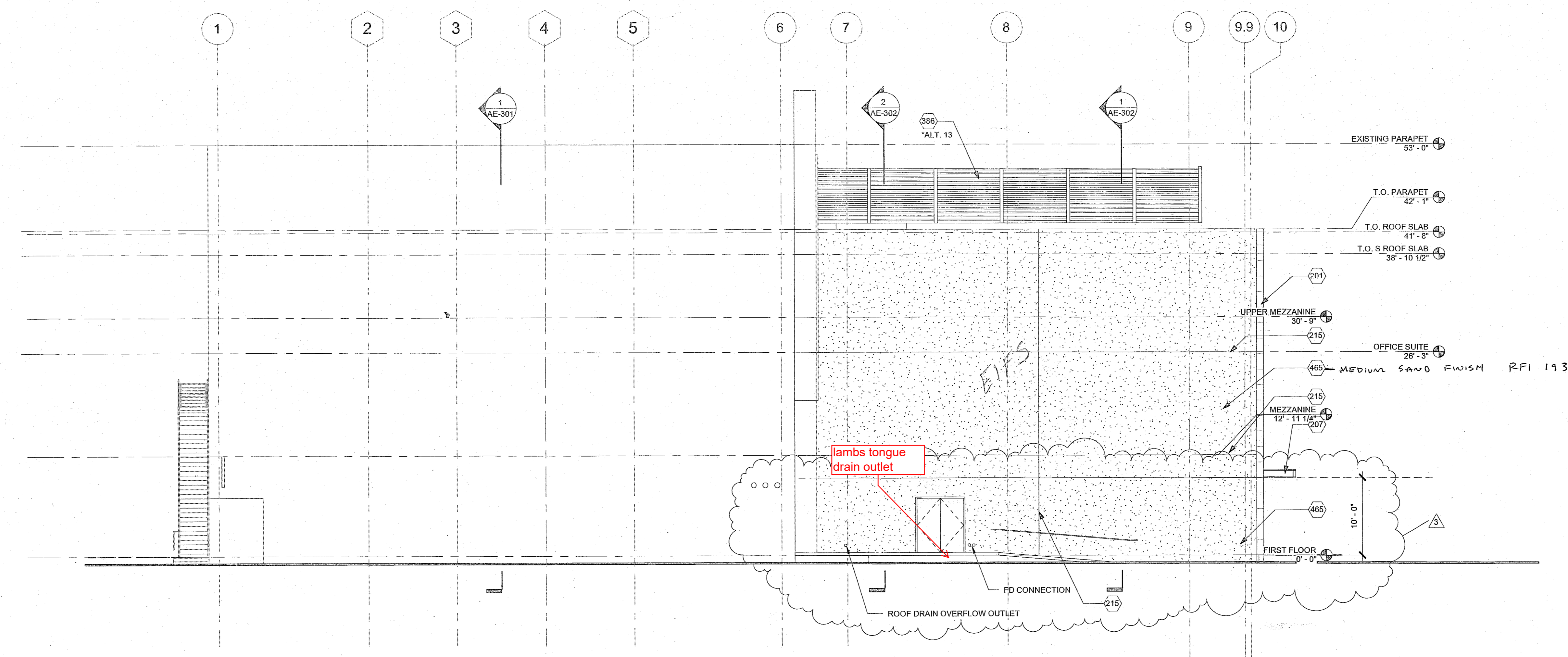
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1 NORTH ELEVATION  
1/8" = 1'-0"



2 SOUTH ELEVATION  
1/8" = 1'-0"

**Keynote Legend**

201	ALUMINUM COMPOSITE METAL PANEL SYSTEM
203	ALUMINUM COMPOSITE FASCIA PANEL
204	ALUMINUM CURTAIN WALL SYSTEM W/ 1" INS. GLAZING, HORIZONTAL AND VERTICAL BUTT GLAZED JOINTS
206	ALUMINUM FRAMED TICKET WINDOW W/ 1" INS. BALISTIC GLAZED & STAINLESS STEEL DEAL TRAY. FINISH TO MATCH CURTAIN WALL.
207	ENTRY CANOPY WITH STEEL CHANEL PROFILE
210	CLEAR GLAZING 1" INS.
211	CLEAR - TEMPERED 1" INS. GLAZING
212	CERAMIC FRITTED 1" INS. GLAZING
215	
219	METAL FRAMED GLAZED DOOR WITH 1" INSULATED GLAZING
220	CLEAR TEMPERED GLASS GUARDRAIL WITH STAINLESS STEEL HANDRAIL
222	EXPANSION JOINT - WITH ALUMINUM REVEAL
234	BALCONY RAILING - INTEGRAL WITH CURTAIN WALL - CLEAR TEMPERED GLAZING ON BALCONY FACE
386	GALVANIZED SCREEN WALL
465	EIFS



**Avalon Theatre  
Addition and Renovation**

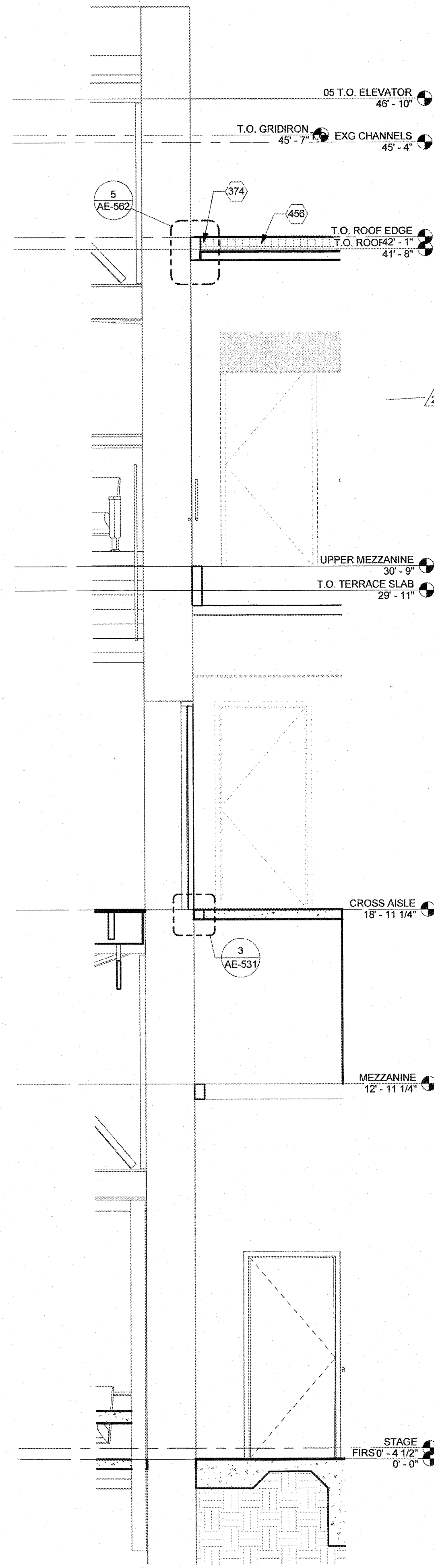
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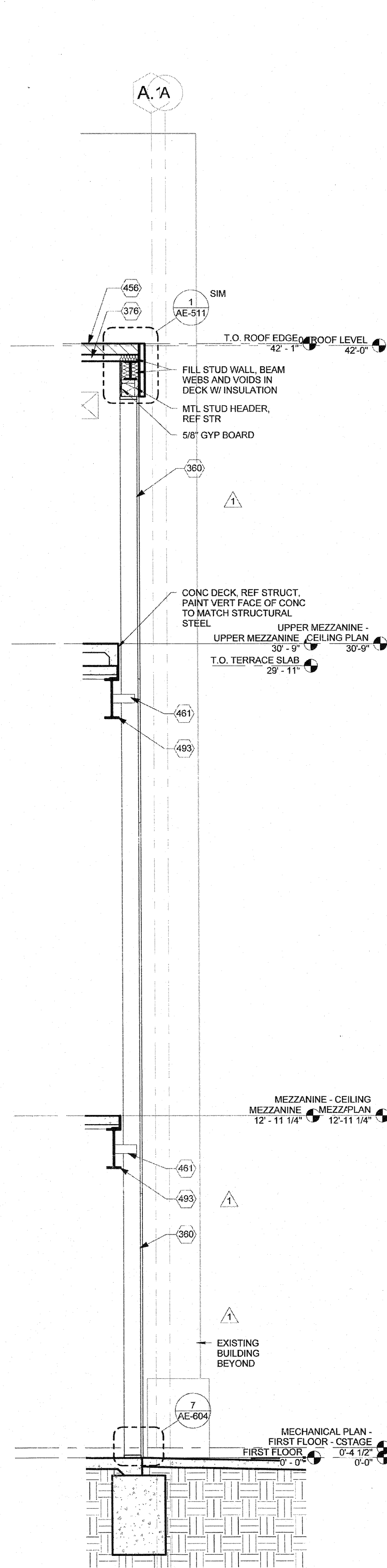
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**EXTERIOR ELEVATIONS**

CD  
**AE-202**

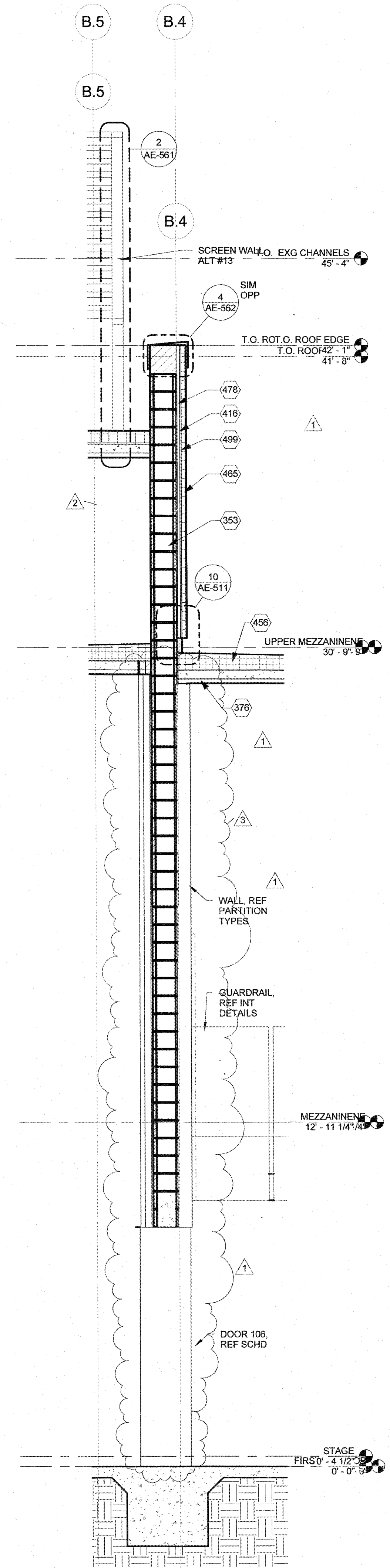




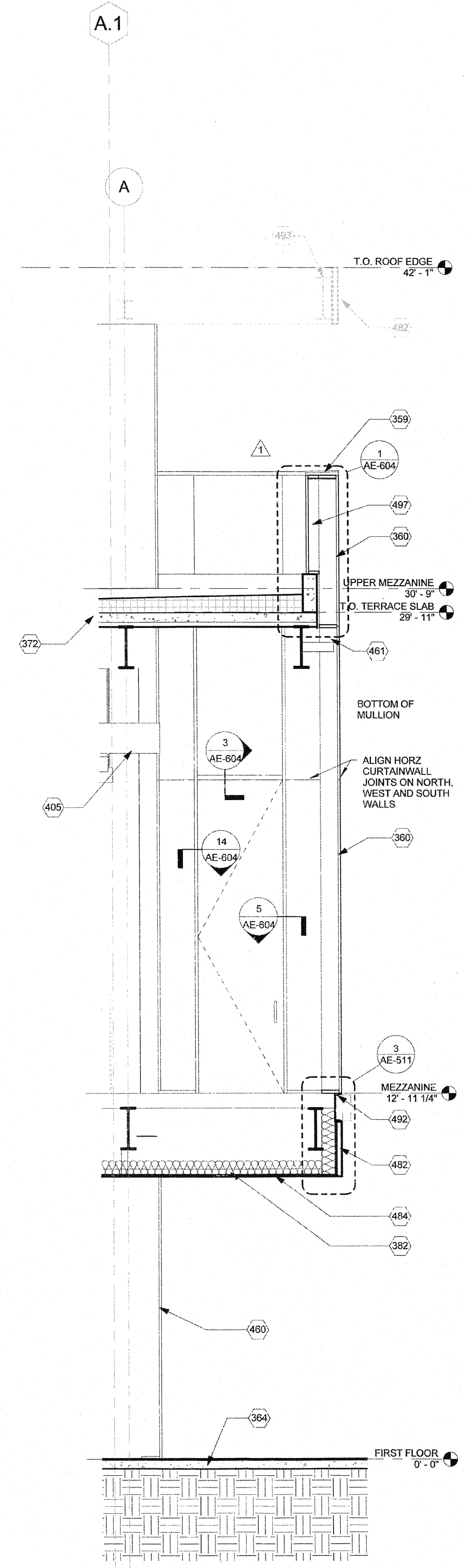
1 Wall Section  
3/8" = 1'-0"



2 Wall Section  
3/8" = 1'-0"



3 Wall Section  
3/8" = 1'-0"

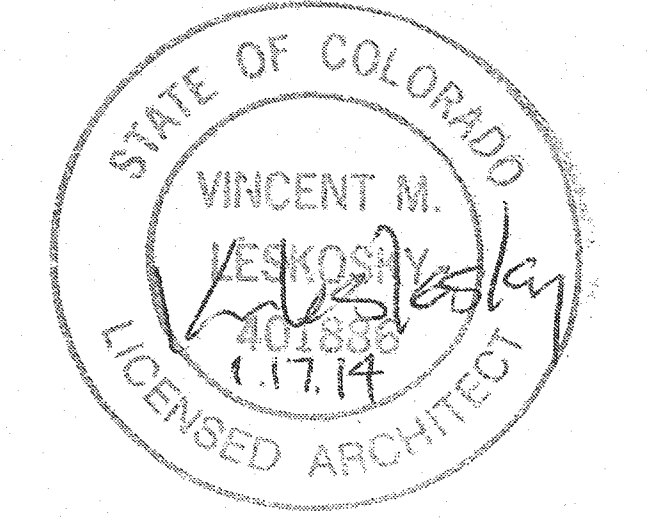


4 Wall Section  
3/8" = 1'-0"

Issued / Revised No.	Date	Description
1	2/26/13	ISSUED FOR PERMIT
2	3/21/13	Addendum No. 2
3	7/26/13	VE / SCOPE REDUCTIONS
3	1/17/14	PR-005

**Keynote Legend**

- 353 CONCRETE MASONRY UNITS (CMU). SEE STRUCTURAL
- 359 PREFINISHED ALUMINUM COPING
- 360 8 1/2" FRONT GLAZED ALUMINUM CURTAIN WALL SYSTEM (7 1/2" VERTICAL MULLIONS, 1" INS. GLAZING, STRUCTURAL SILICONE VERT & HOR. BUTT JOINTS)
- 364 CONCRETE SLAB ON GRADE
- 372 CONCRETE SLAB OVER METAL DECK - SEE STRUCT
- 374 EXPANSION JOINT
- 376 METAL ROOF DECK - SEE STRUCT
- 382 R-30 GLASS FIBER BATT INSULATION
- 405 CEILING - SEE FINISH SCHEDULE
- 416 5/8" GLASS MAT FACED GYPSUM BOARD
- 456 R-30 TAPERED RIGID INSULATION
- 460 WALL BEYOND
- 461 CLIPS BY CURTAIN WALL MANUFACTURER, ARCHITECTURALLY EXPOSED STRUCTURAL STEEL
- 465 EIFS
- 467 2" CAST PAVERS ON ADJUSTABLE PEDESTALS
- 478 1 1/2" METAL FURRING @ 16" OC
- 482 ALUMINUM FASCIA PANEL TO MATCH METAL WALL PANEL SYSTEM
- 484 EXTERIOR STUCCO SOFFIT, TROWELED SMOOTH, OVER 5/8" GLASS MAT GYP BD ON MTL FRAMING @ 24" OC MAX
- 492 STEEL CHANNEL, SEE STRUCTURAL, PAINT
- 493 STEEL BEAM, SEE STRUCTURAL, PAINT
- 497 5 1/2" FRONT GLAZED ALUMINUM CURTAIN WALL SYSTEM (4 1/2" VERTICAL MULLIONS, 1" INS. GLAZING, STRUCTURAL SILICONE VERT & HOR. BUTT JOINTS)
- 499 WEATHER BARRIER



**Avalon Theatre  
Addition and Renovation**

Commission # 12036.00  
**Westlake Reed Leskosky**

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Phoenix, AZ 85012  
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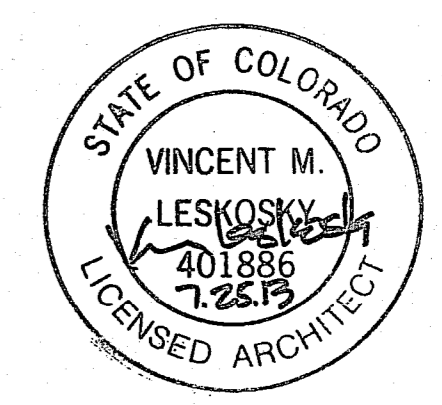
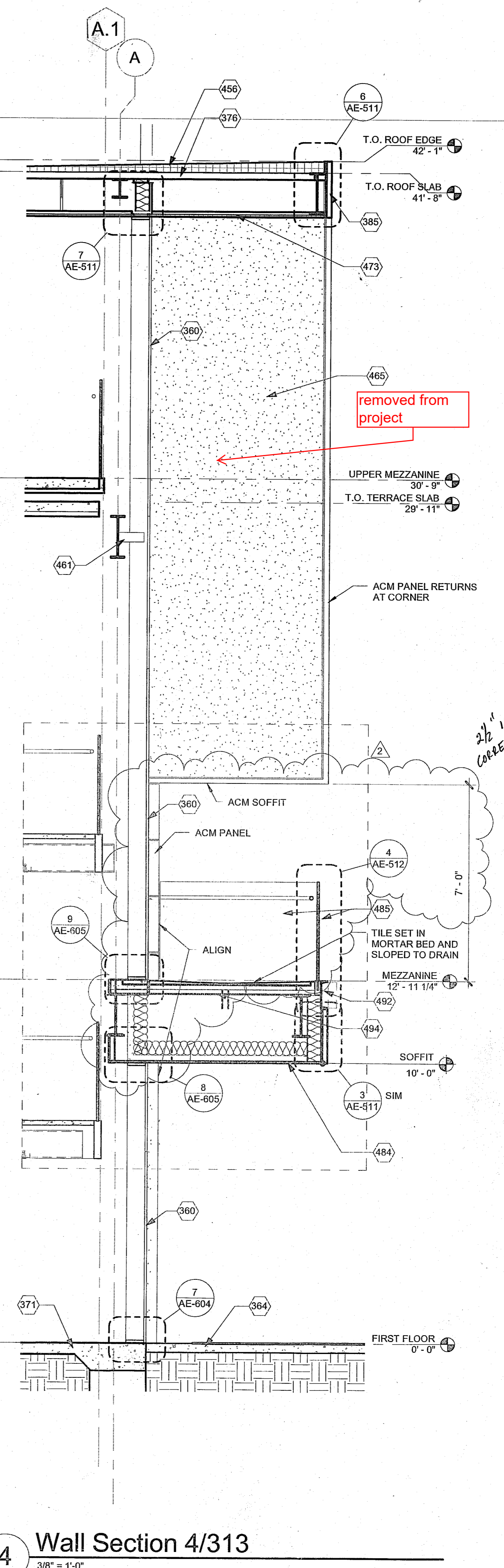
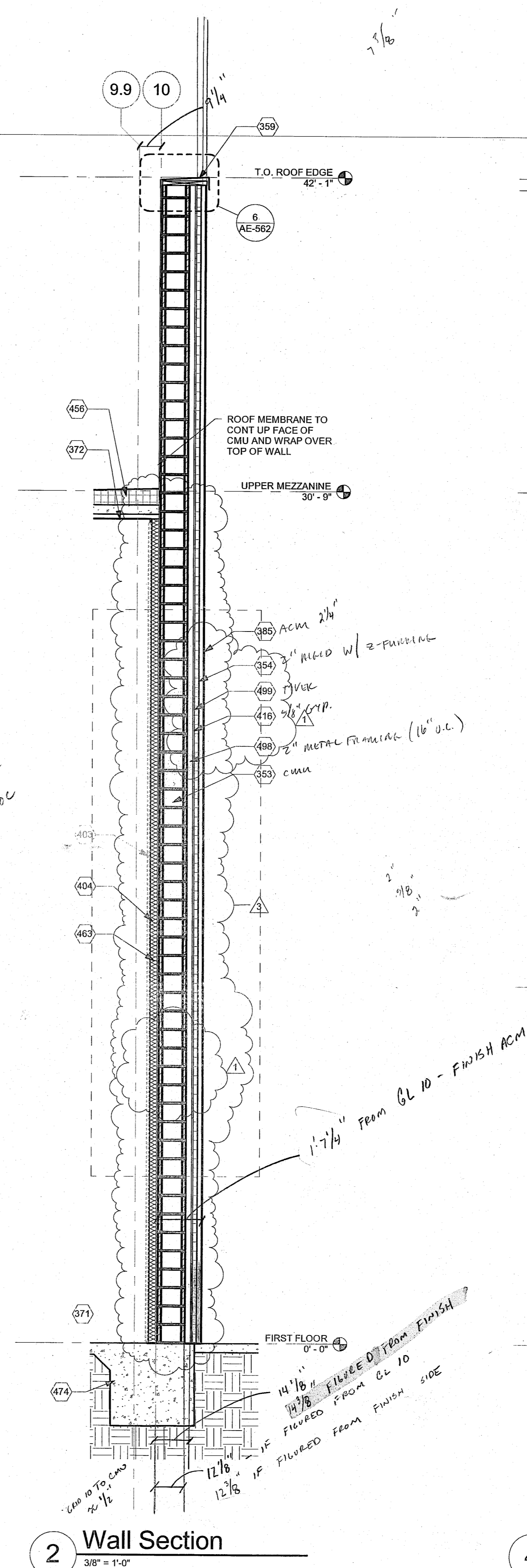
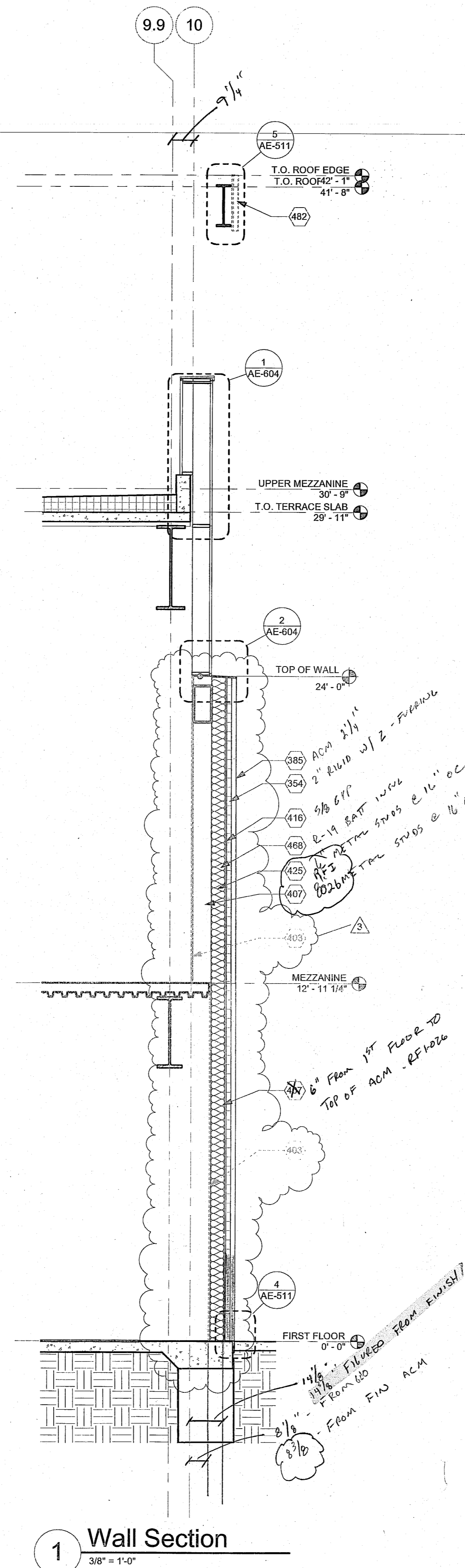
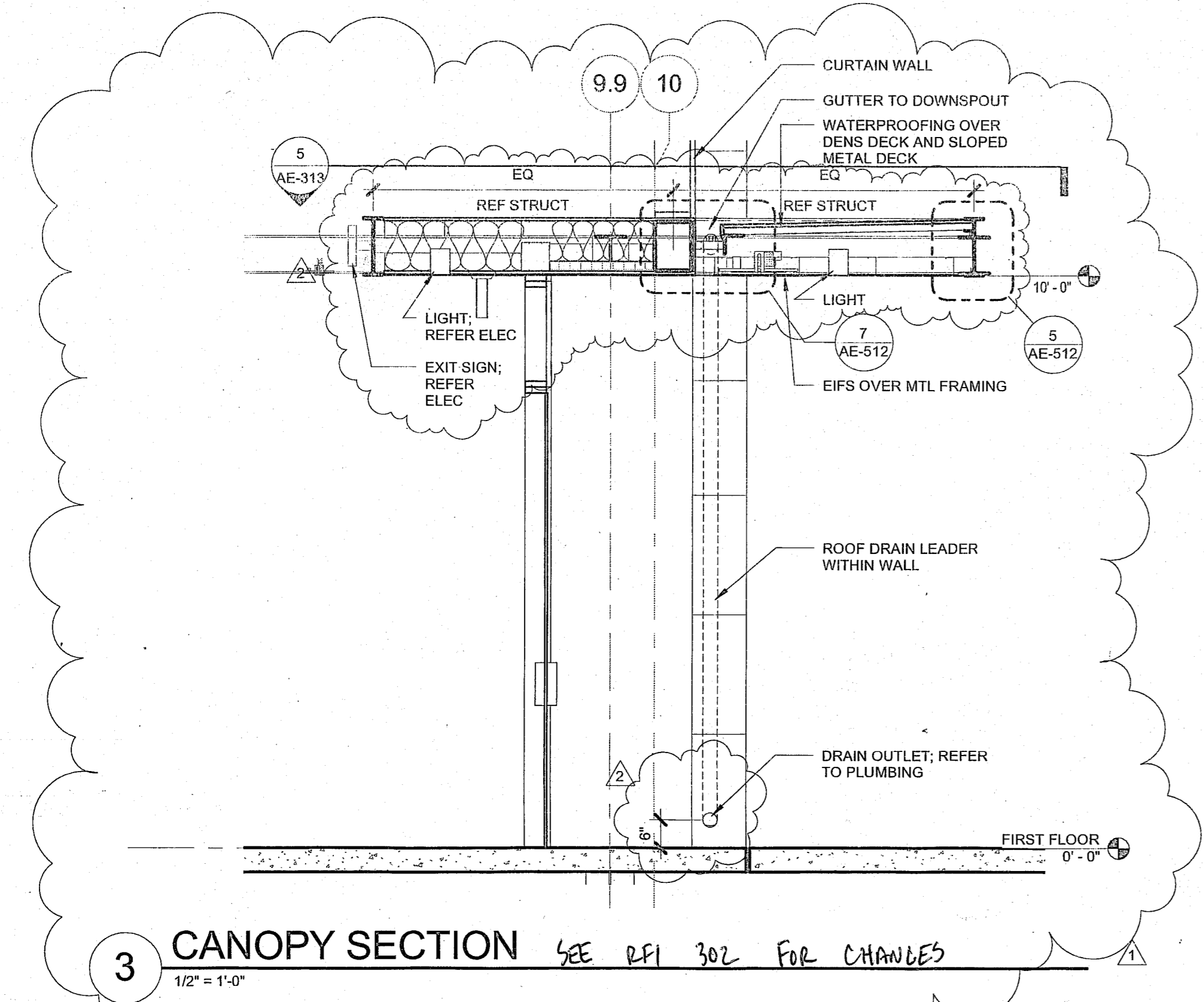
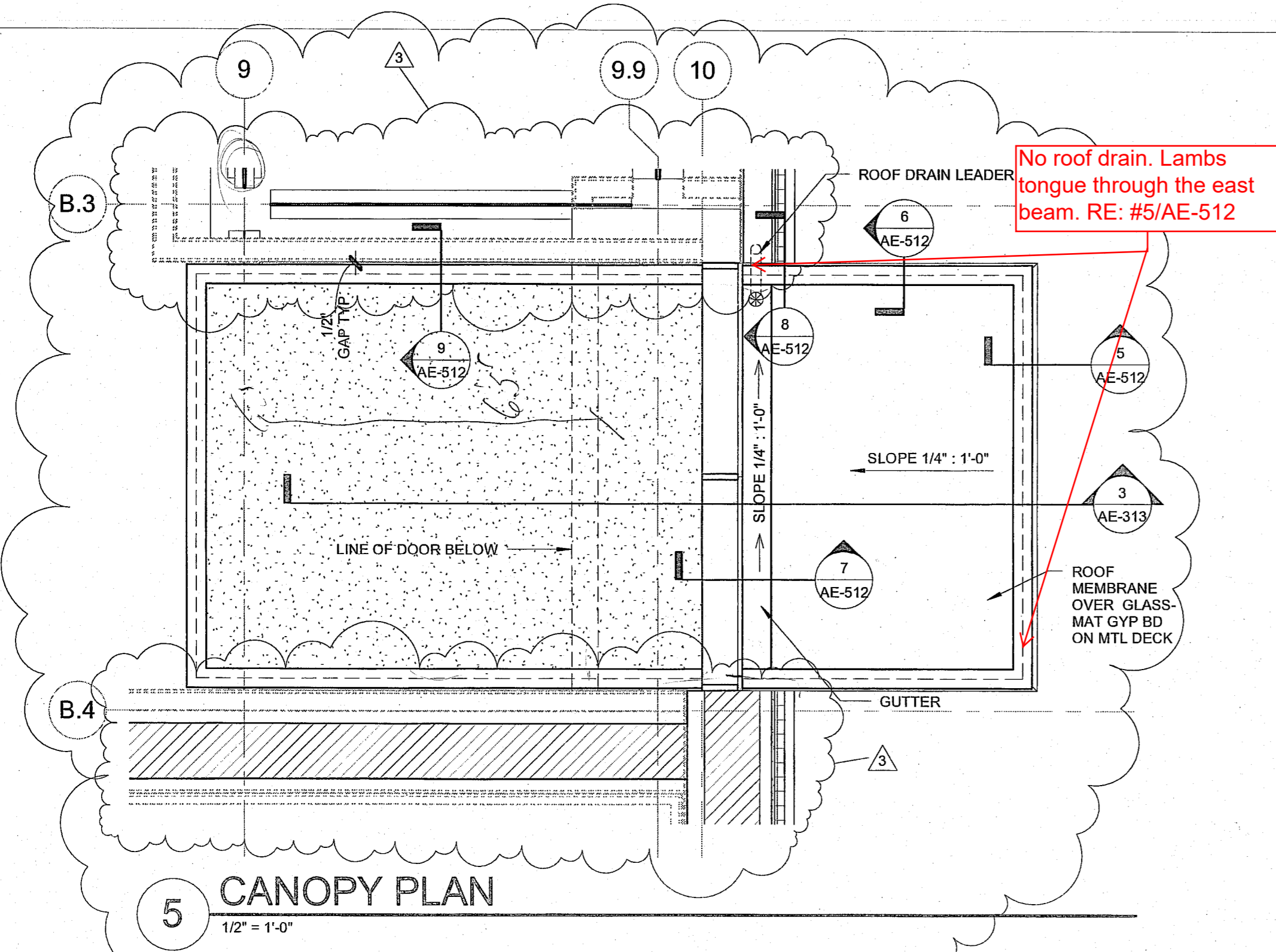
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**WALL SECTIONS**

Issued / Revised		Description
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2	3/21/13	Addendum No. 2
3	7/26/13	VE / SCOPE REDUCTIONS

**Keynote Legend**

- 353 CONCRETE MASONRY UNITS (CMU). SEE STRUCTURAL.
- 354 2" RIGID INSULATION
- 359 PREFINISHED ALUMINUM COPING
- 360 8 1/2" FRONT GLAZED ALUMINUM CURTAIN WALL SYSTEM (7 1/2" VERTICAL MULLIONS, 1" INS. GLAZING, STRUCTURAL SILICONE VERT & HOR. BUTT JOINTS)
- 364 CONCRETE SLAB ON GRADE
- 371 CONCRETE SLAB OVER METAL DECK - SEE STRUCT
- 372 METAL ROOF DECK - SEE STRUCT
- 376 ALUMINUM COMPOSITE METAL PANEL SYSTEM
- 403 5/8" GYPSUM WALL BOARD
- 404 3-5/8" STEEL STUDS @ 1'-4" O.C.
- 407 8" METAL STUD FRAMING AT 1'-4" O.C.
- 416 5/8" GLASS MAT FACED GYPSUM BOARD
- 425 6" METAL STUD FRAMING AT 1'-4" O.C.
- 456 R-30 TAPERED RIGID INSULATION
- 461 CLIPS BY CURTAIN WALL MANUFACTURER, ARCHITECTURALLY EXPOSED STRUCTURAL STEEL
- 463 R-13 BATT INSULATION
- 465 EIFS
- 468 R-19 BATT INSULATION
- 473 CANOPY: 1/8" X 1" STEEL BAR GRATING, FACTORY FINISHED, SUSPENDED FROM STRUCTURAL STEEL
- 474 FOUNDATION - SEE STRUCTURAL
- 482 ALUMINUM FASCIA PANEL TO MATCH METAL WALL PANEL SYSTEM
- 484 EXTERIOR STUCCO SOFFIT, TROWELED SMOOTH, OVER 5/8" GLASS MAT GYP BD ON MTL FRAMING @ 24" OC MAX
- 485 FRAMELESS TEMPERED GLASS GUARD
- 492 STEEL CHANNEL, SEE STRUCTURAL, PAINT
- 494 DRAIN LEADER, SEE PLUMBING
- 498 METAL FRAMING AT 16" OC AND BEHIND EA METAL PANEL ATTACHMENT
- 499 WEATHER BARRIER



**Avalon Theatre Addition and Renovation**

Commission # 12036.00  
**Westlake Reed Leskosky**

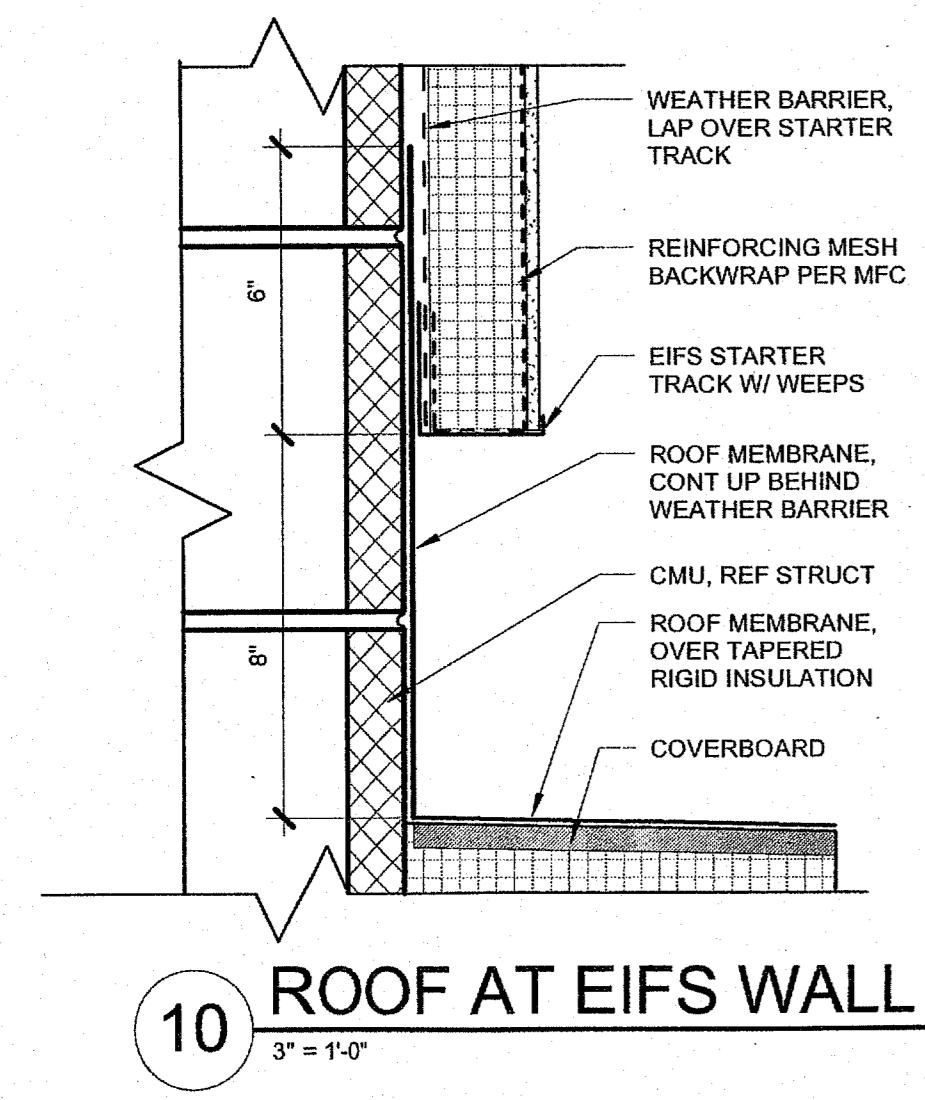
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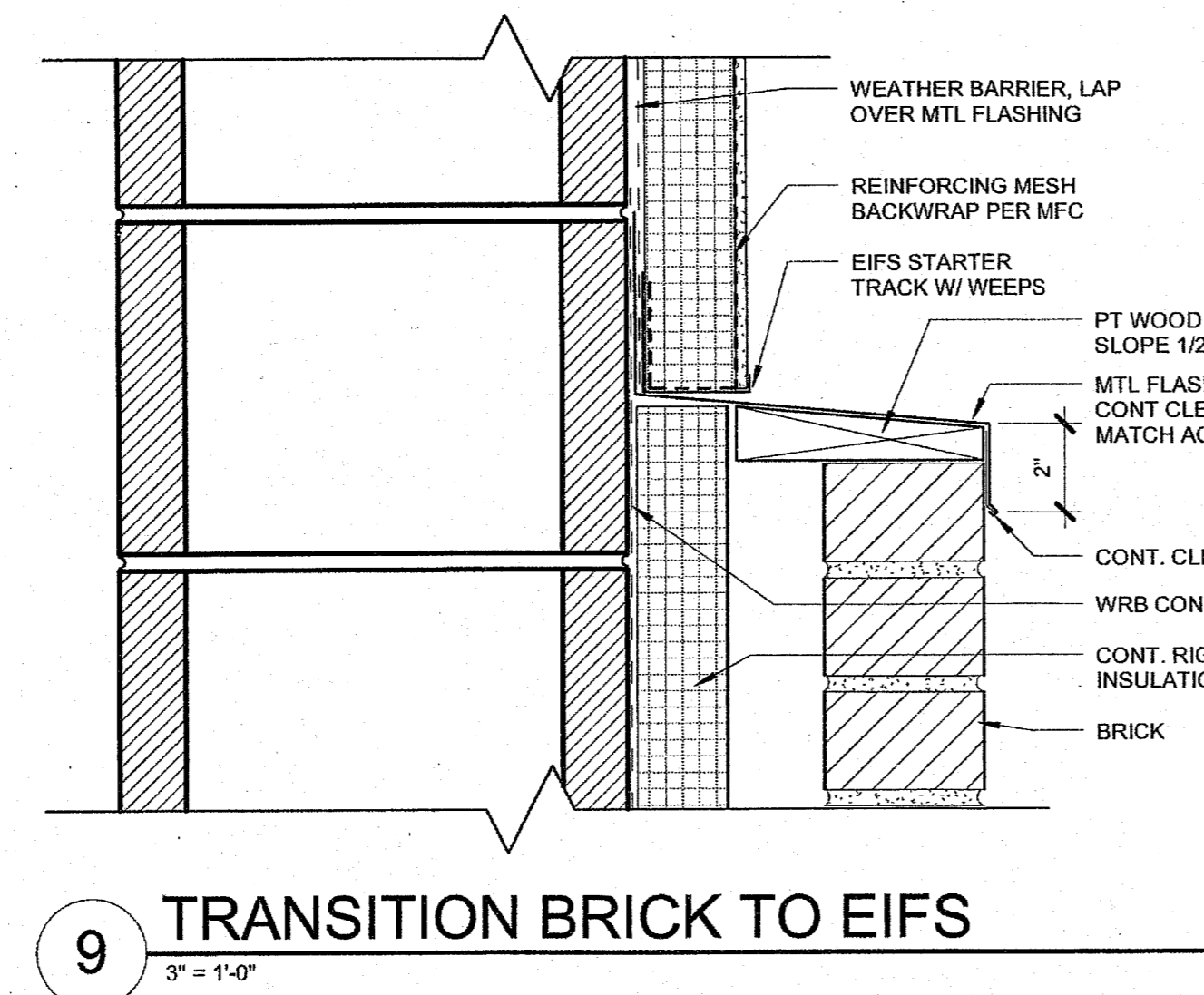
**WALL SECTIONS**

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No.	Date	Description
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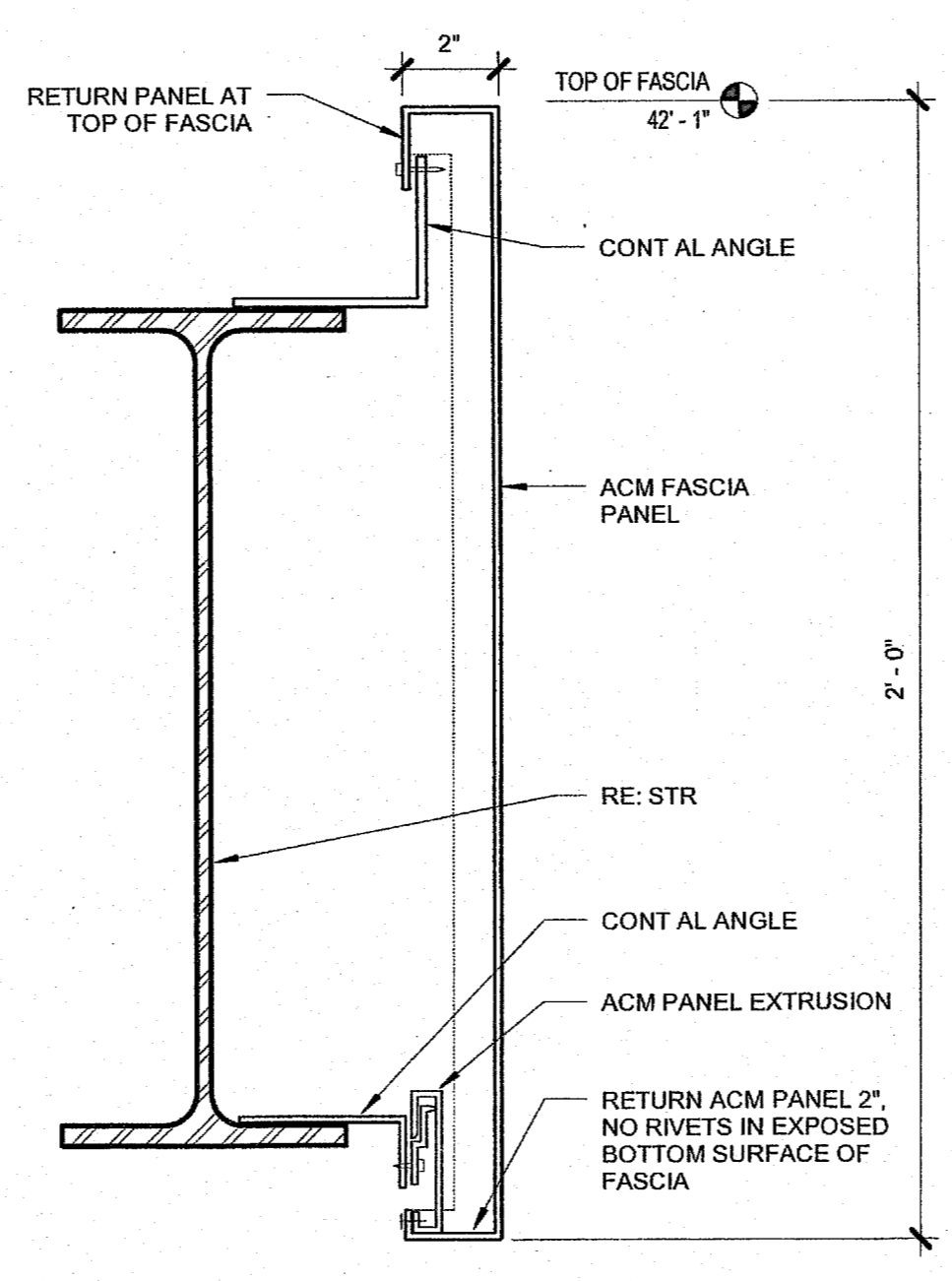
3/3/14 PR-006 Addition - Complete Build-Out



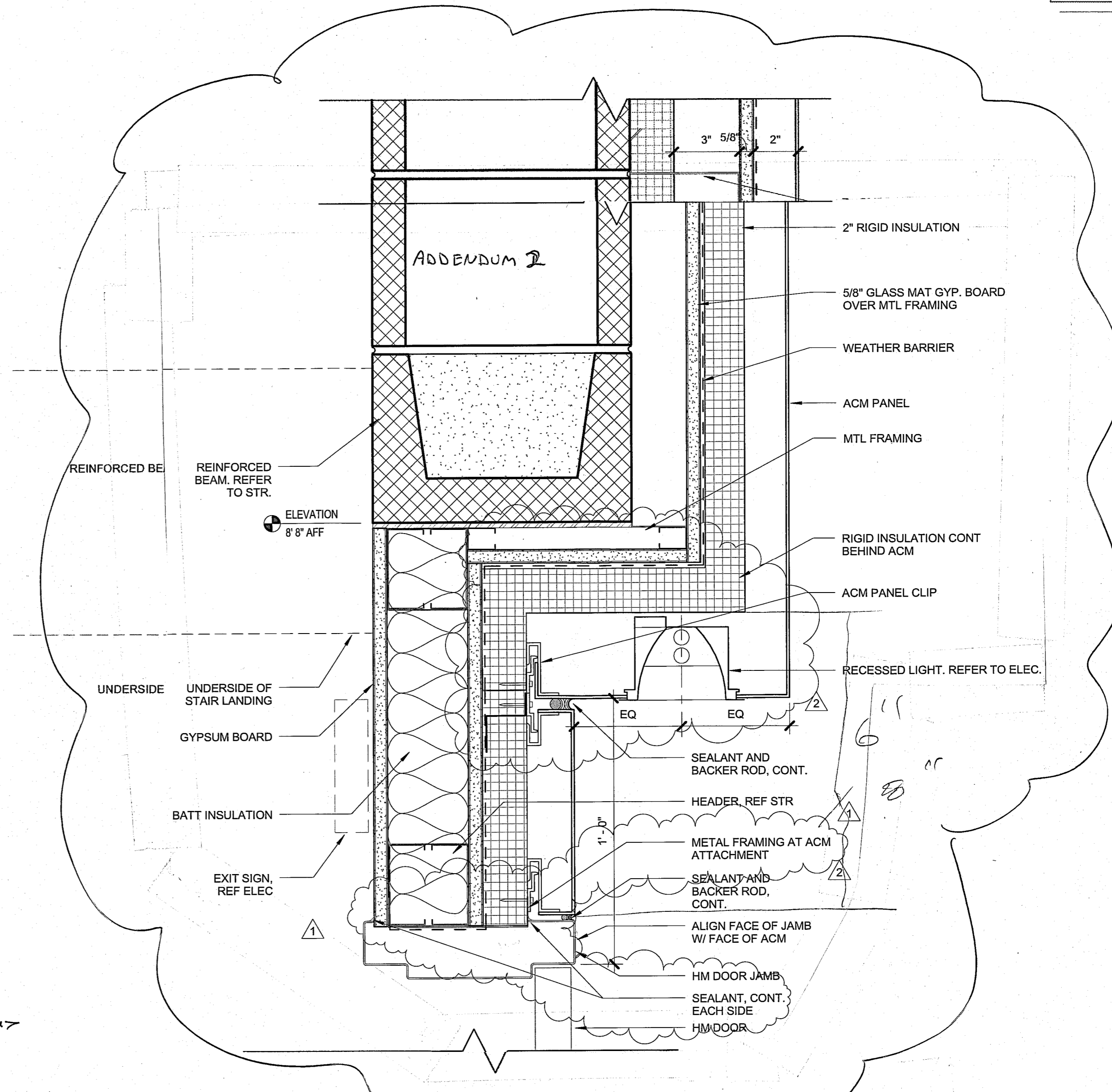
10 ROOF AT EIFS WALL  
3" = 1'-0"



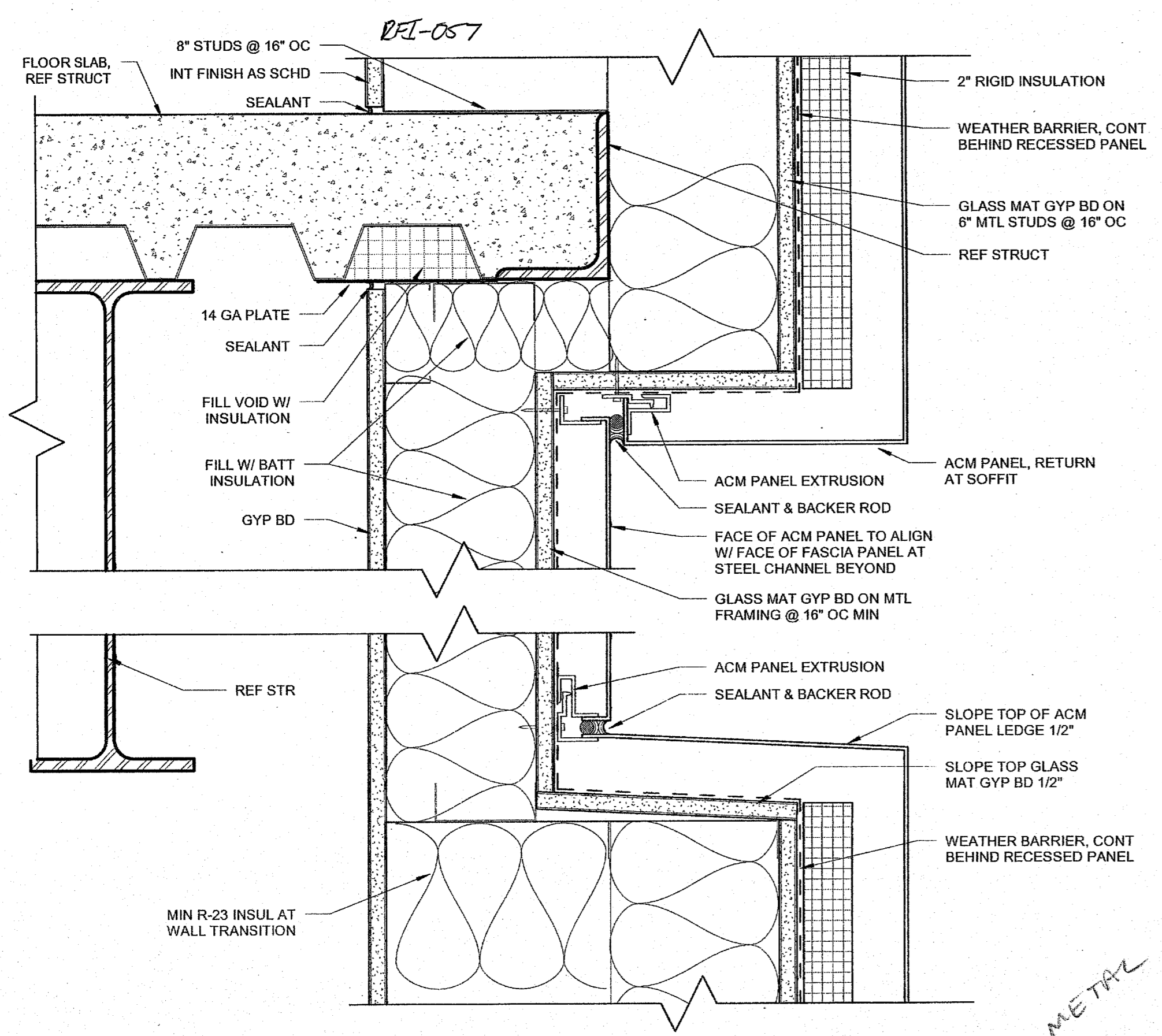
9 TRANSITION BRICK TO EIFS  
3" = 1'-0"



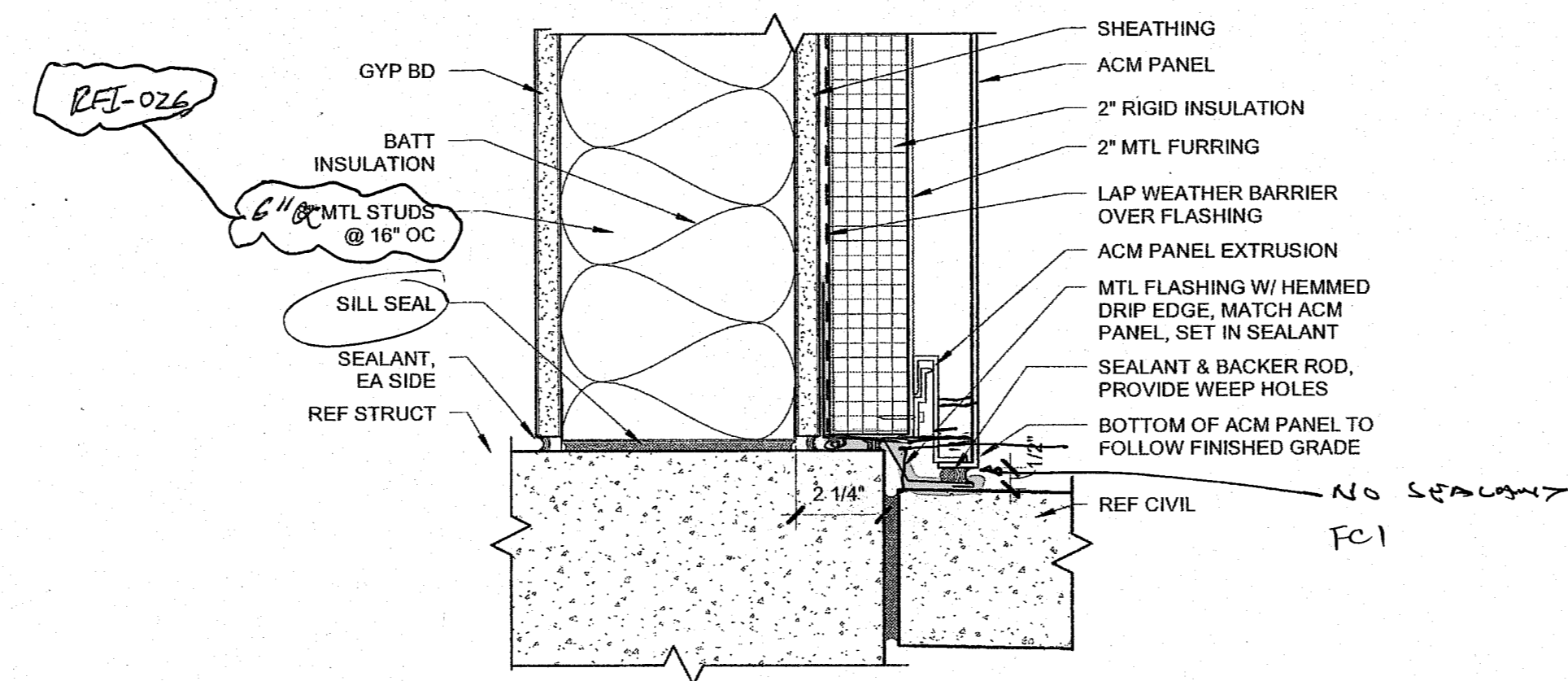
5 METAL PANEL FASCIA AT OPEN CANOPY  
3" = 1'-0"



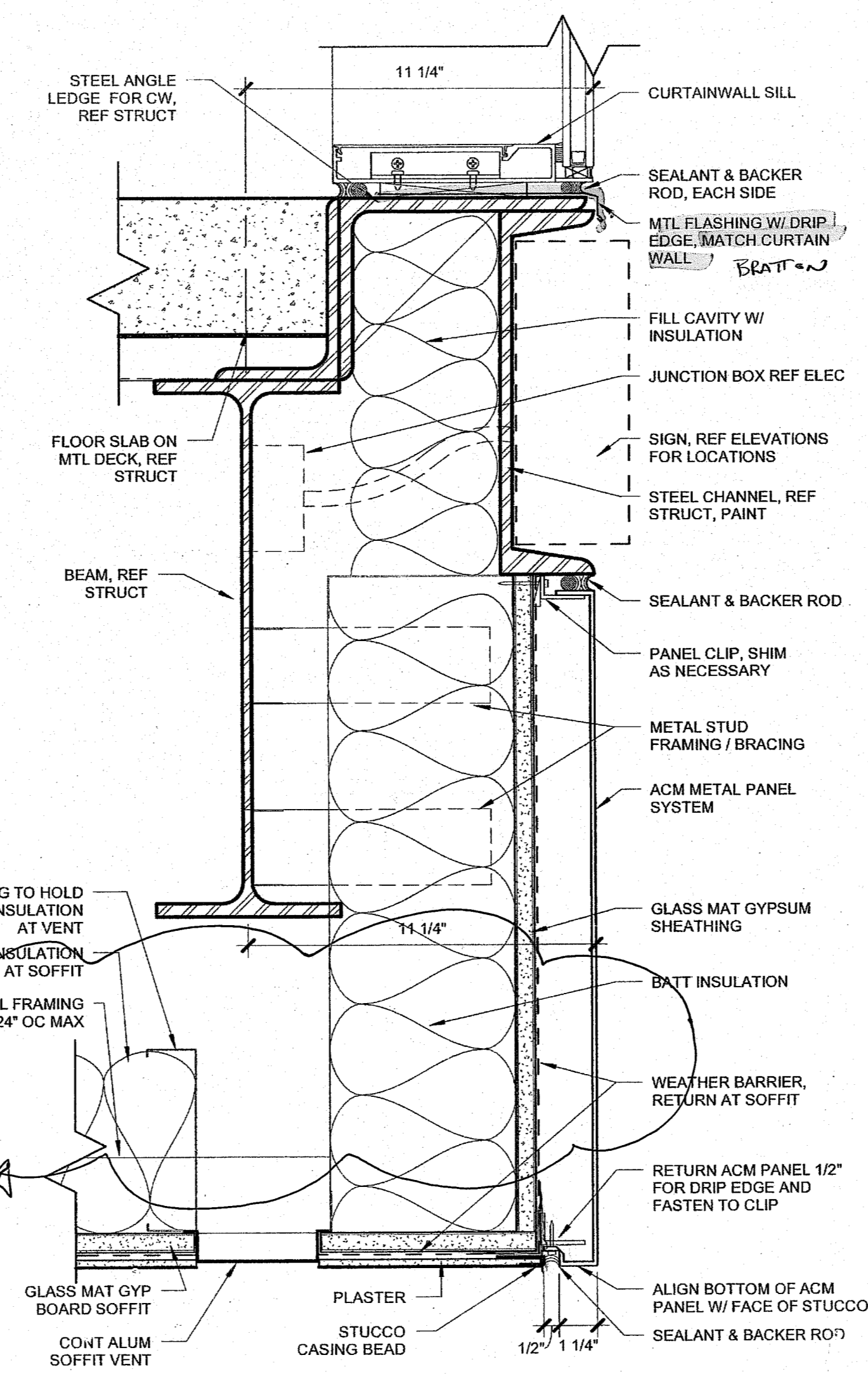
2 ALCOVE SECTION DETAIL AT STB DOOR  
3" = 1'-0"



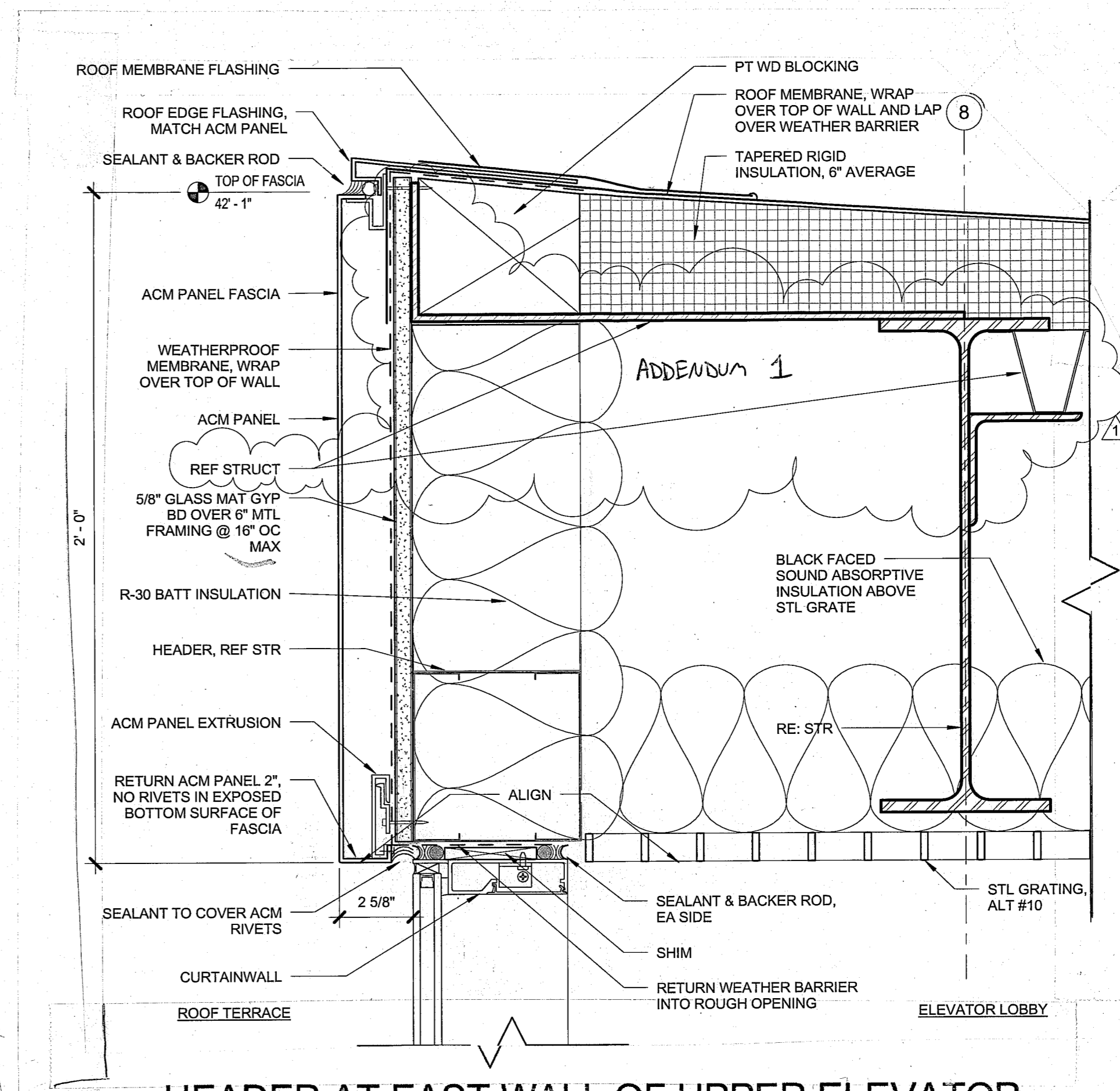
8 RECESSED METAL PANEL AT EAST WALL  
3" = 1'-0"



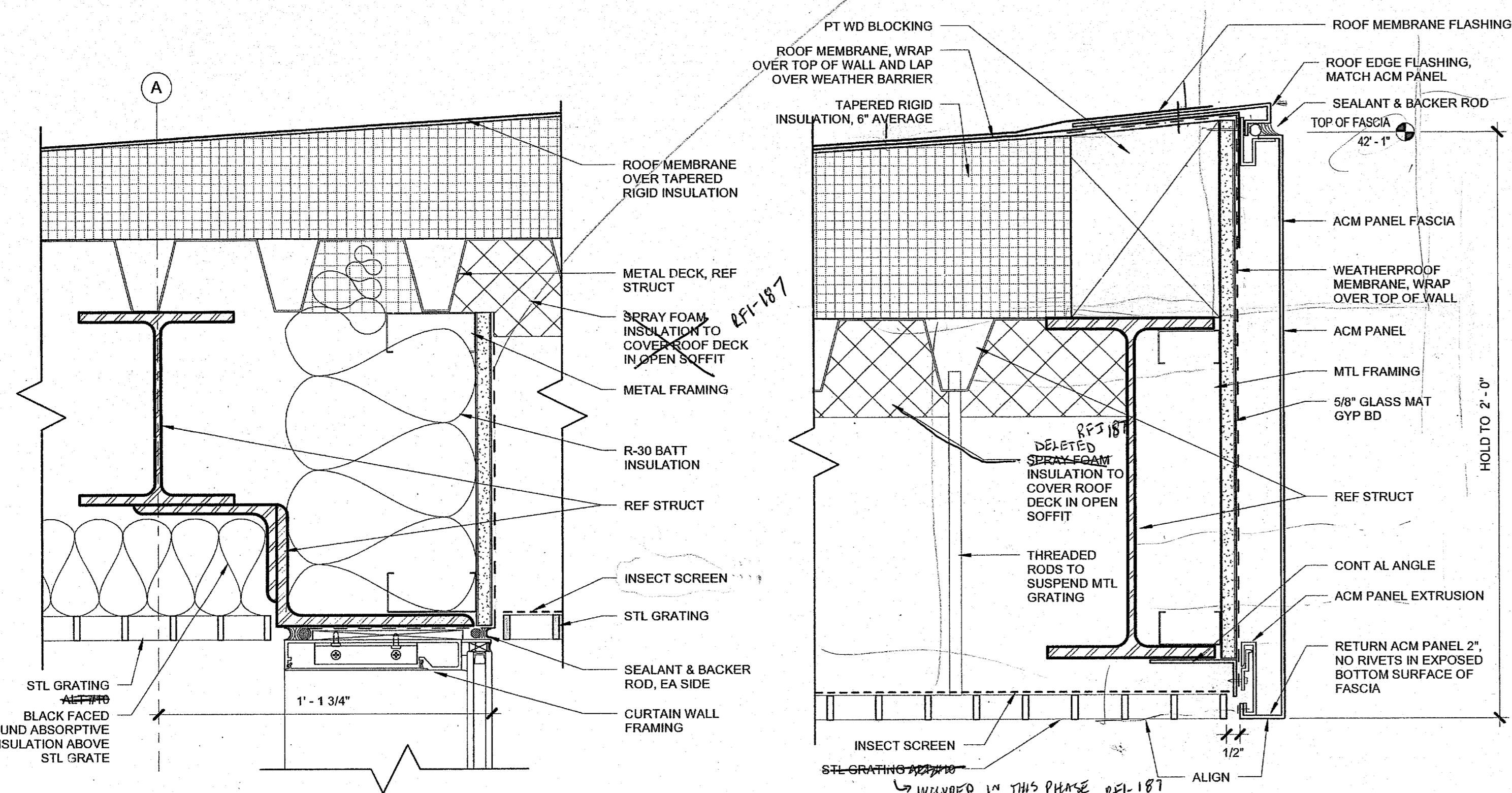
4 METAL PANEL BASE DETAIL  
3" = 1'-0"



3 NORTH FACADE AT MEZZ LEVEL  
3" = 1'-0"

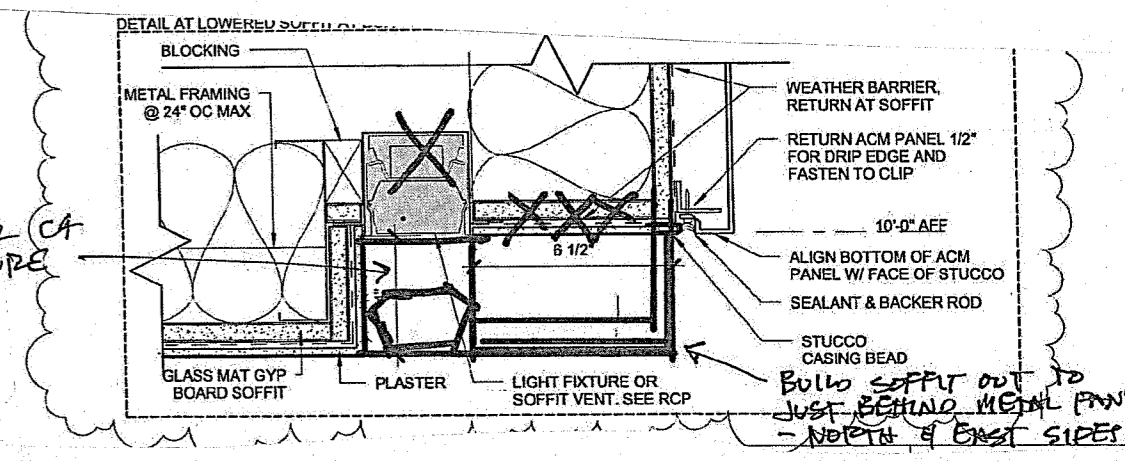


1 HEADER AT EAST WALL OF UPPER ELEVATOR LOBBY  
3" = 1'-0"



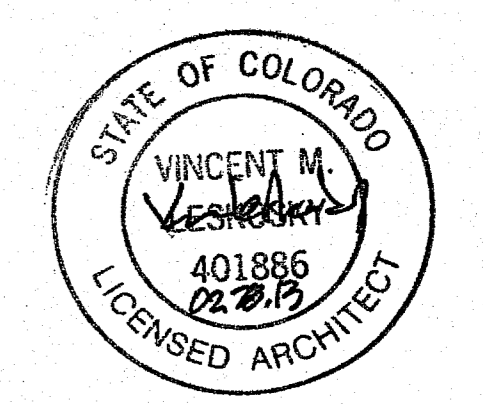
7 CURTAINWALL HEAD AT ROOF  
3" = 1'-0"

6 METAL PANEL FASCIA AT ROOF  
3" = 1'-0"



*BREAK METAL ALUMINUM PAINT ALL SAME COLOR - BRACK*

*Detail 3  
\*  
RFS  
259*



Avalon Theatre Addition and Renovation

Westlake Reed Leskoski

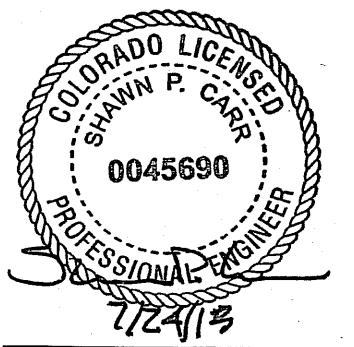
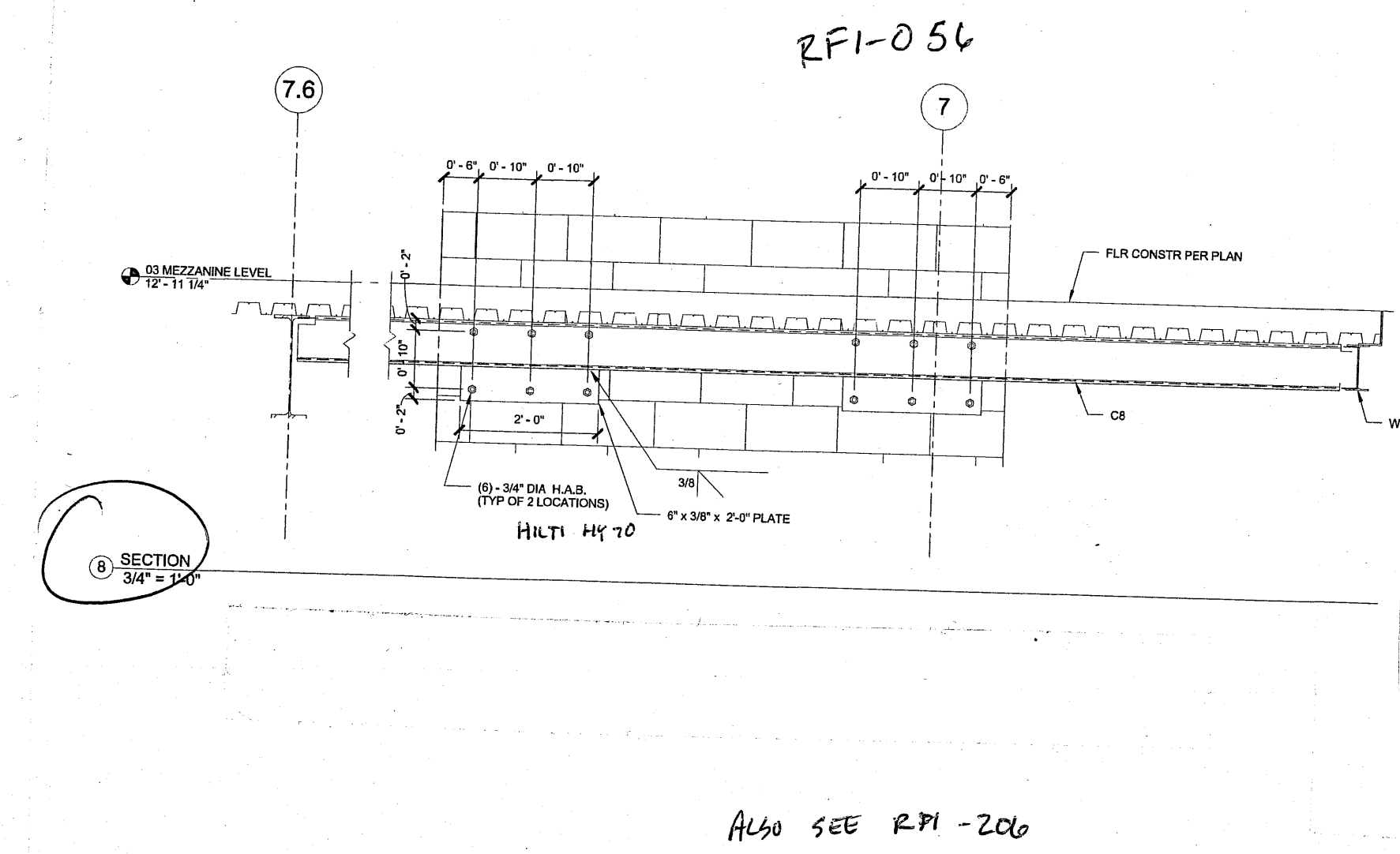
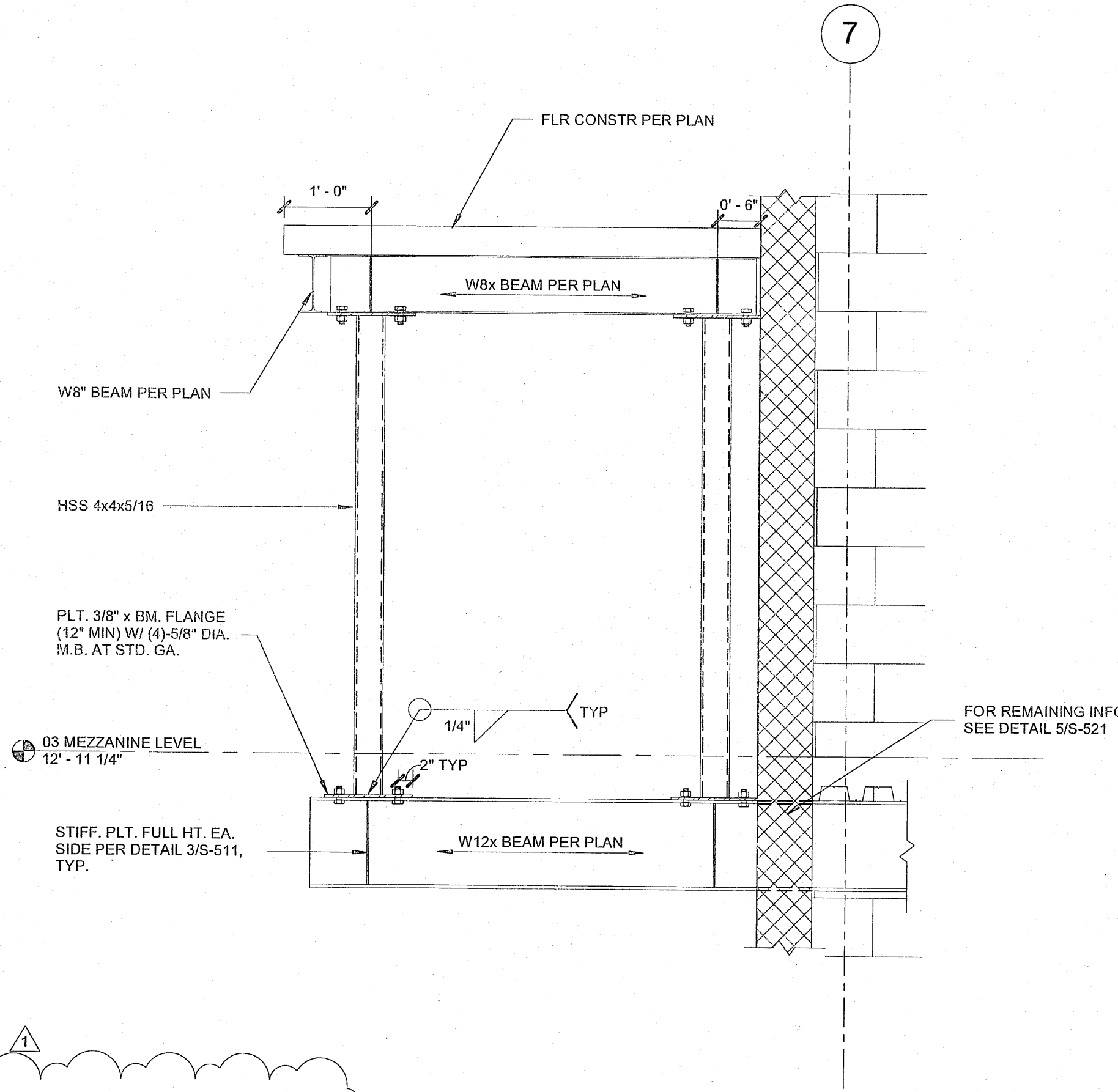
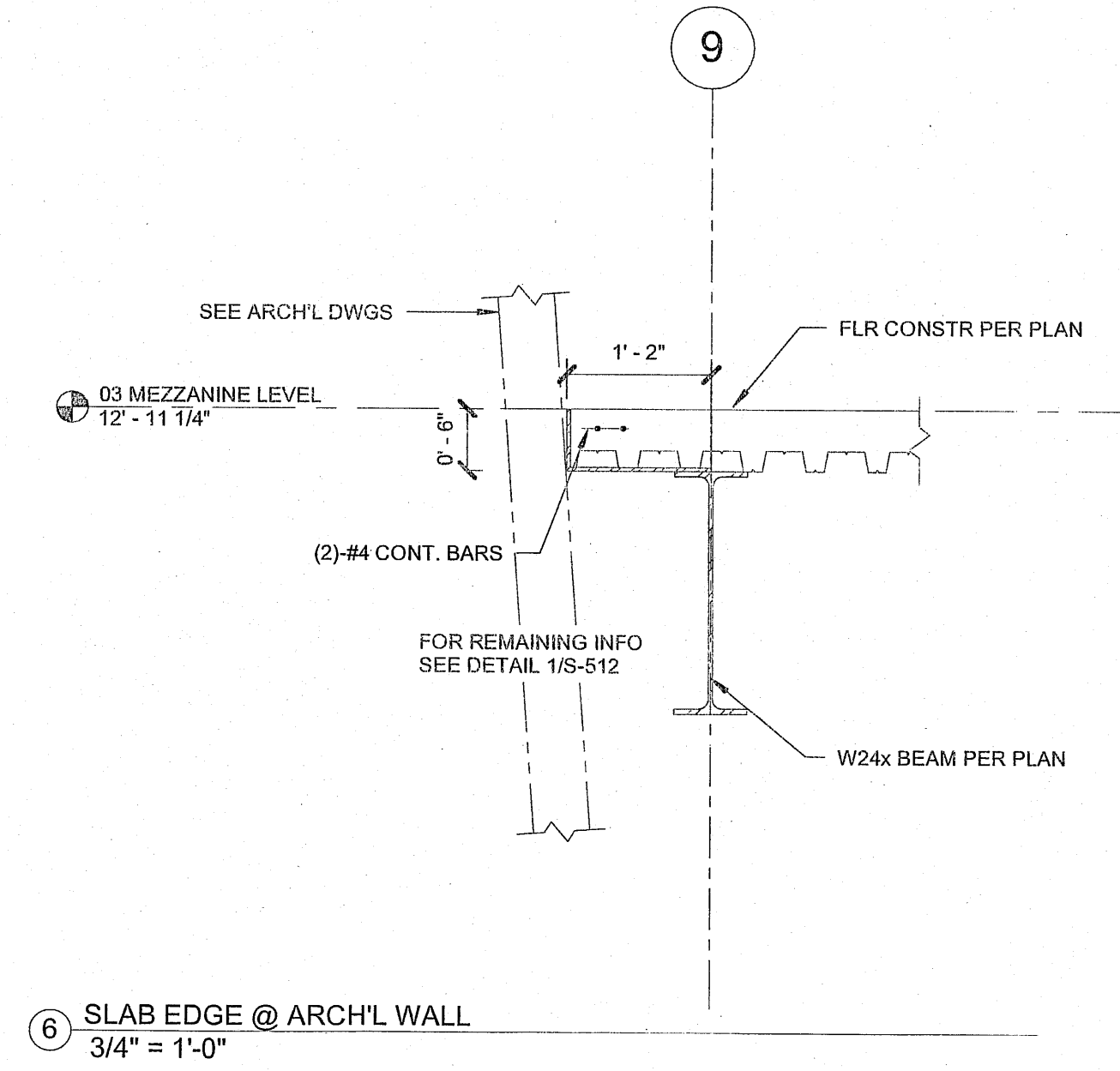
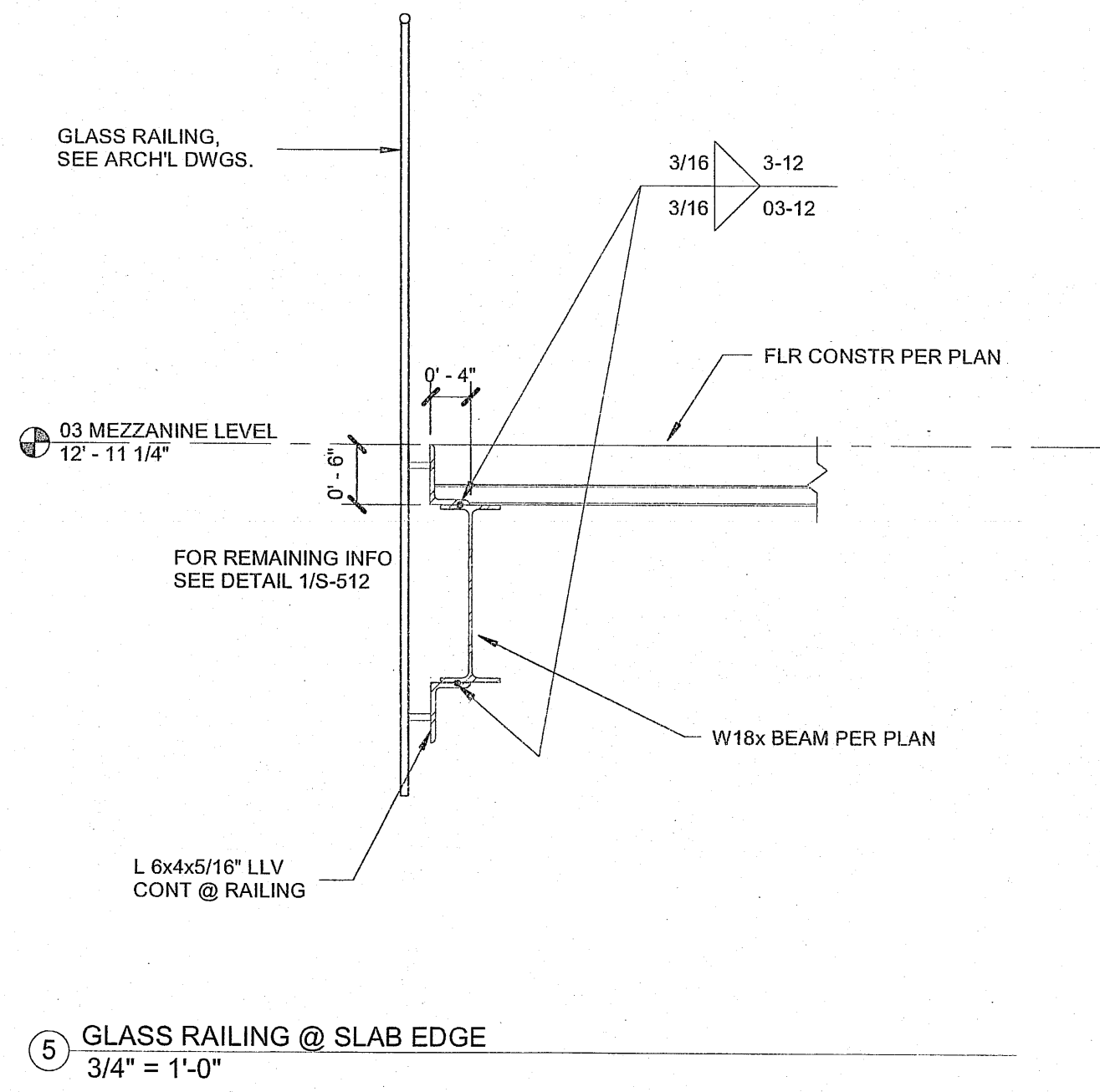
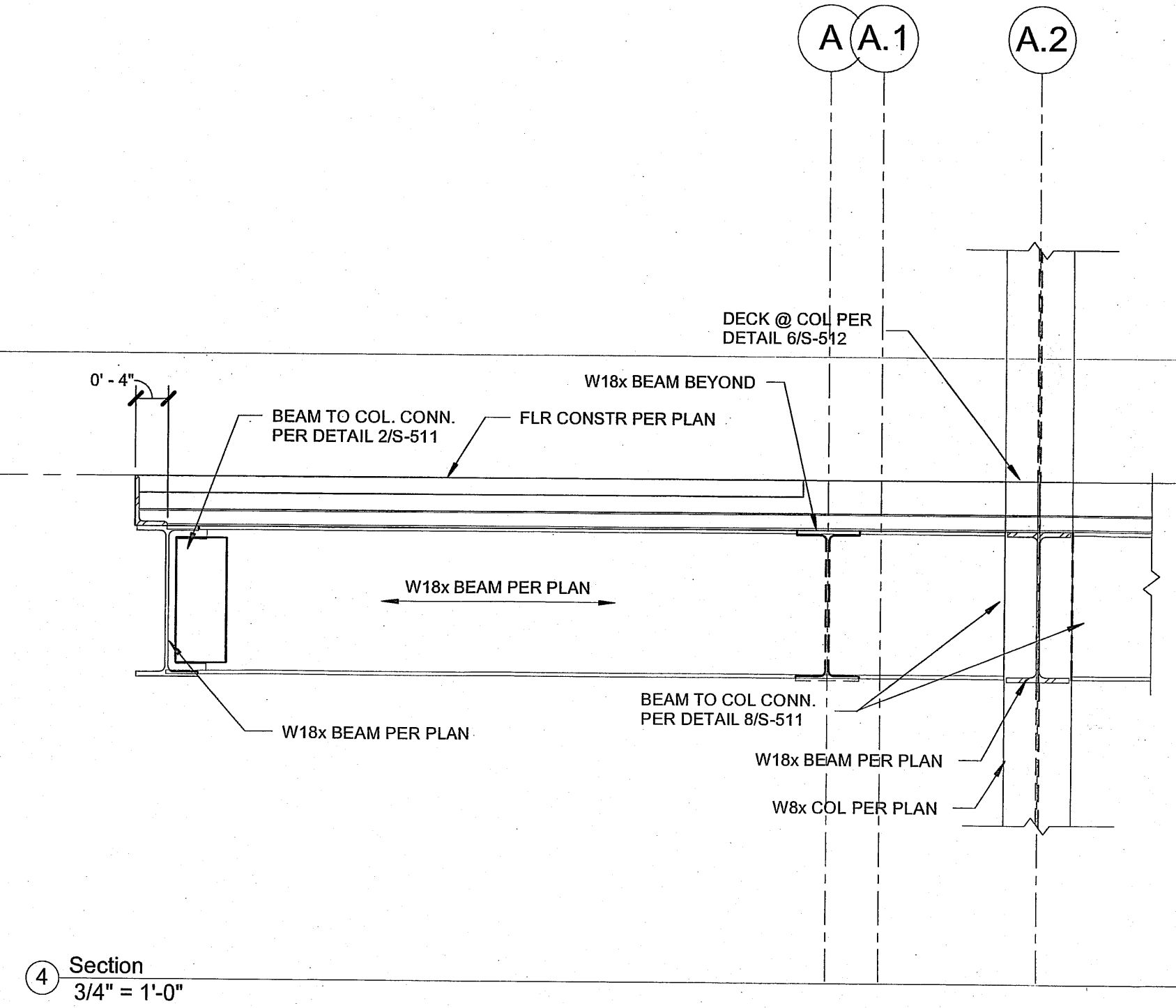
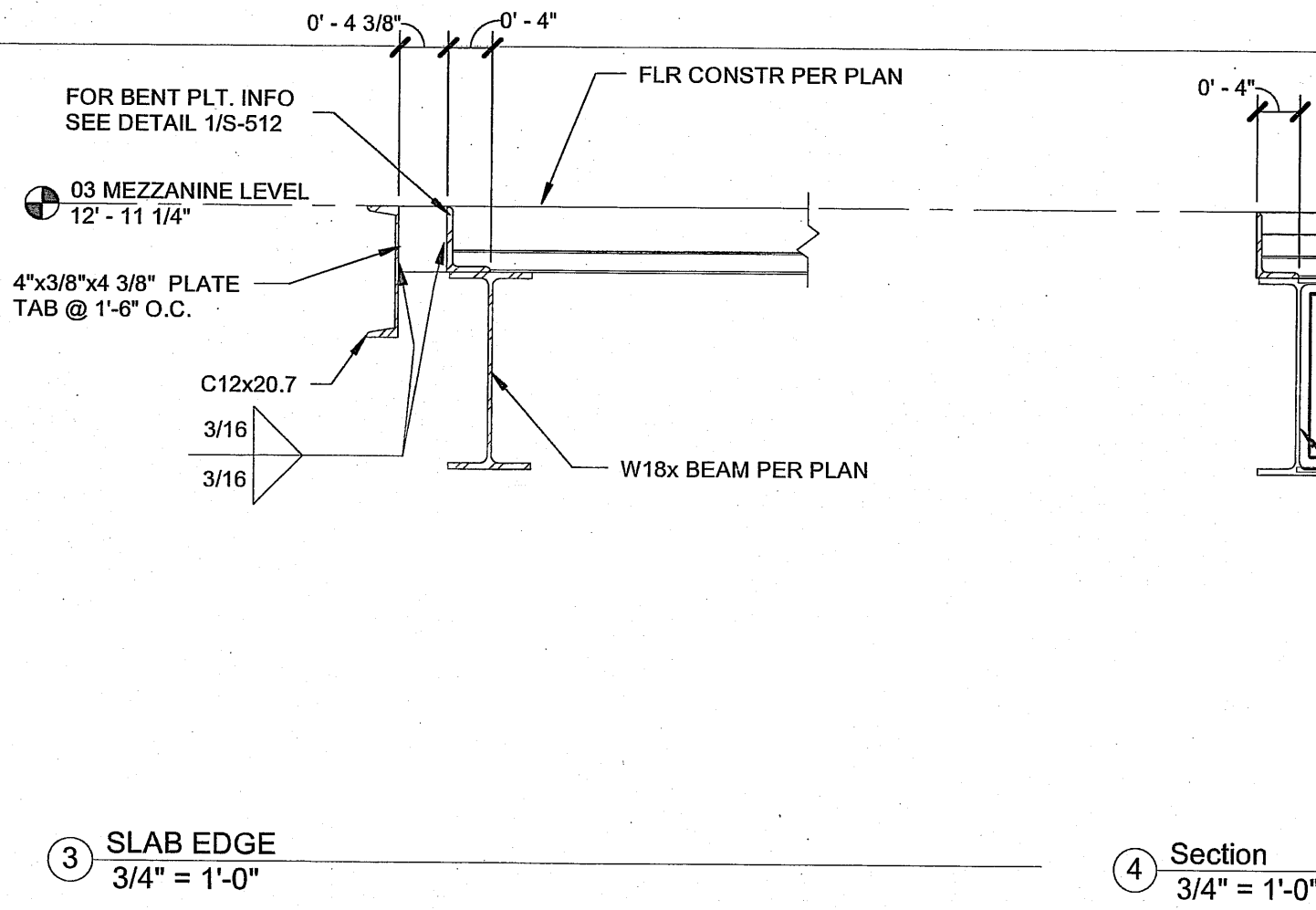
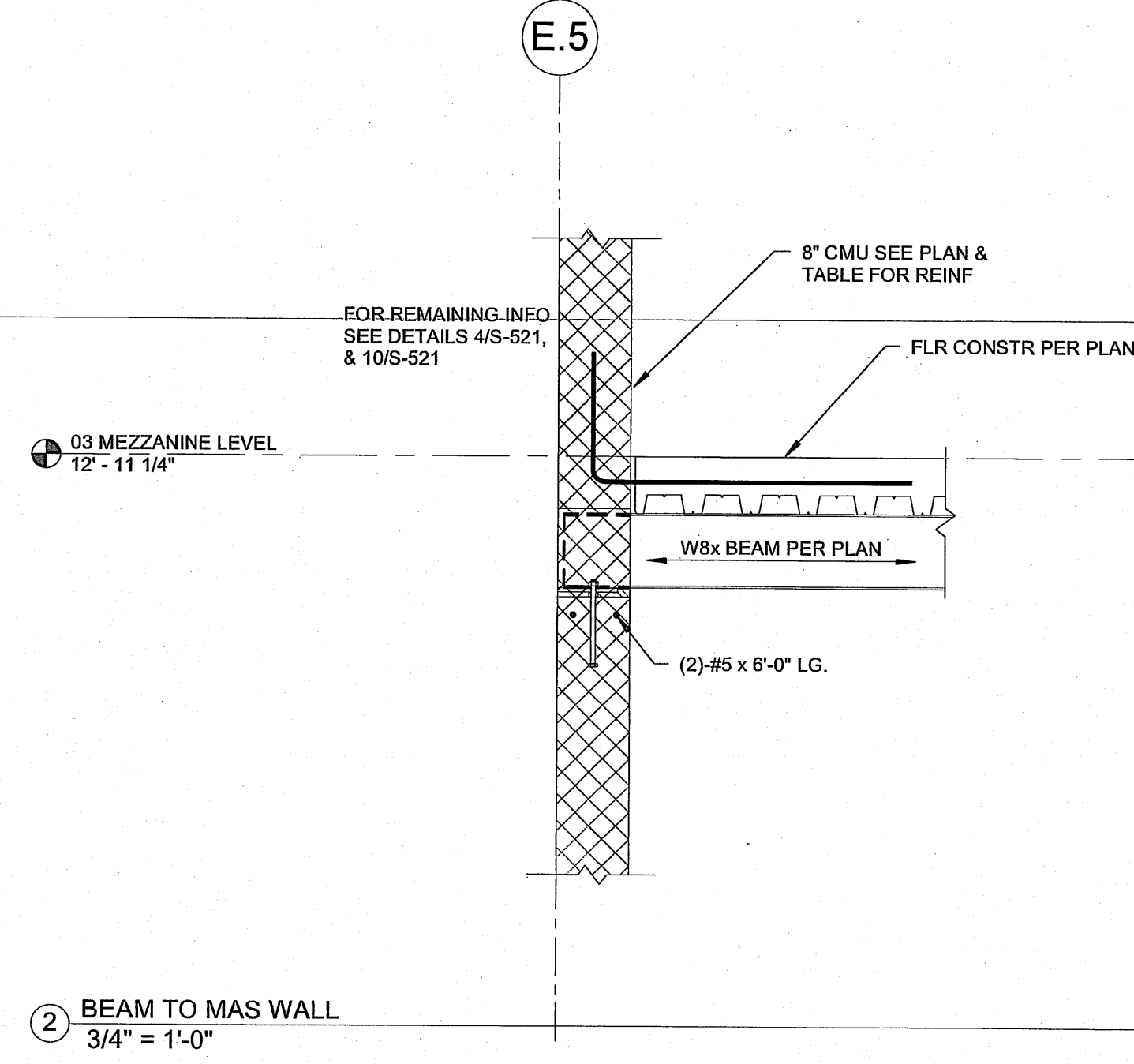
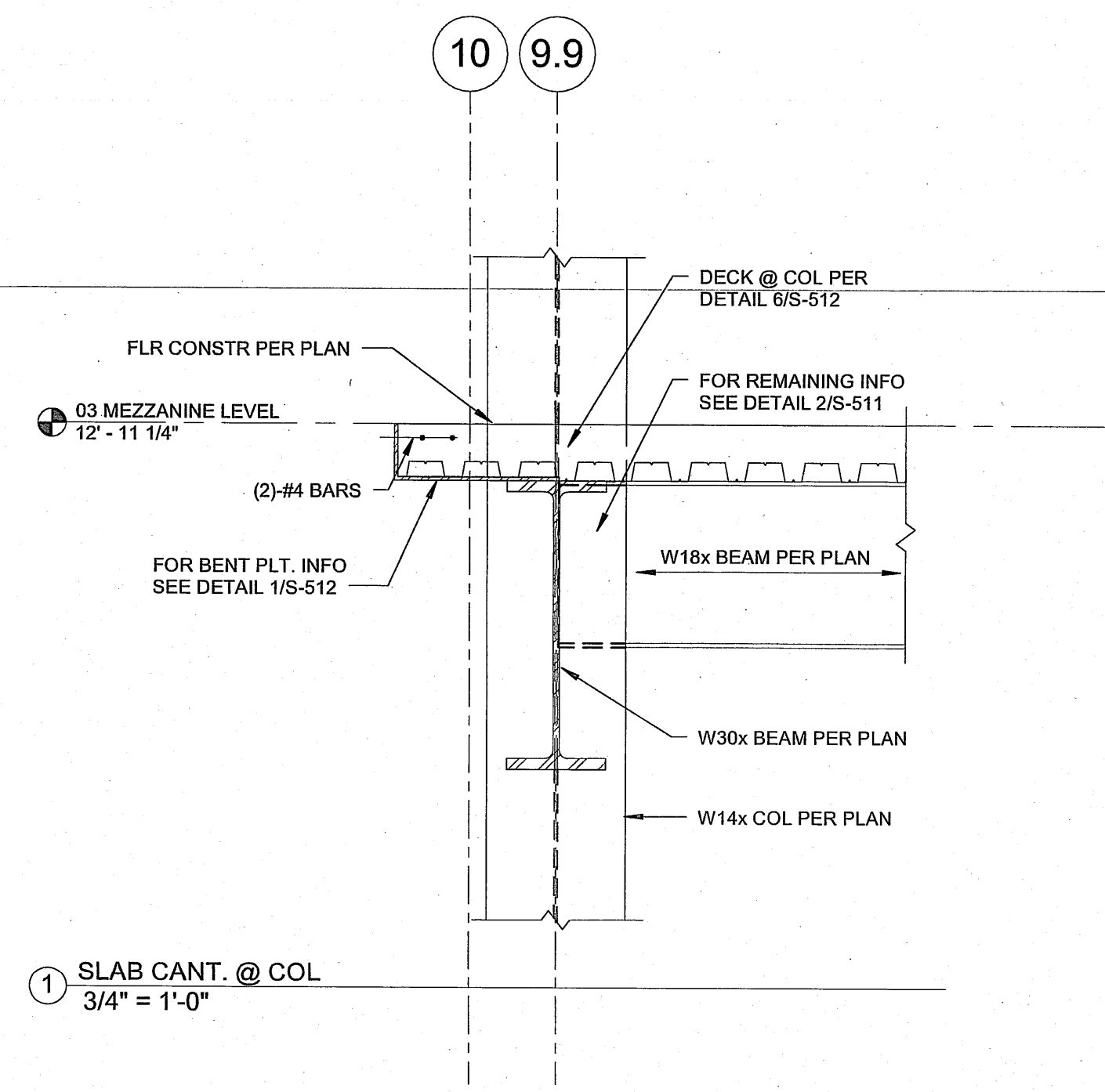
One East Camelback Rd. Suite 890 Phoenix, AZ 85012 602.212.0451

SECTION DETAILS

CD  
AE-511

Checked by: Checker  
Drawn by: Author

Issued / Revised		
No.	Date	Description
	2/26/13	ISSUED FOR PERMIT
1	3/11/13	ADDENDUM No. 1
2	7/26/13	VE/SCOPE REDUCTIONS



Avalon Theatre

Commission # 12036.00

Westlake Reed Leskosky

One East Camelback Rd.  
Suite 690  
Phoenix, AZ 85012  
602.212.0451

Copyright Westlake Reed Leskosky

STEEL SECTIONS & DETAILS

CD  
S-513



**City of Grand Junction  
Susan Hyatt, Senior Buyer  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501**

**RFP-4795-20-SH**

**AVALON THEATRE MARQUEE**

**SUBMITTED BY:**

**CLI Services  
Randy Garcia  
Sales Manager – Sign Division  
1831 E 73<sup>rd</sup> Avenue  
Denver, CO 80229  
303-288-3152 (O)  
720-837-9684 (C)**

**[Randy.Garcia@Cli-Services.com](mailto:Randy.Garcia@Cli-Services.com)**

**Cli-Services.com**



June 10, 2020

Susan Hyatt

City of Grand Junction

250 North 5<sup>th</sup> Street

Grand Junction, CO 81501

Subject: Avalon Theatre Marquee RFP 4795-20-SH

Dear Susan,

CLI Services (Colorado Lighting, Inc.) is excited for the opportunity to bid on the Avalon Theatre Marquee. We understand how important this project is to the city and community. This engaging digital marquee will provide such a positive enhancement to the city and will certainly create excitement for everyone attending events at the theatre or just driving by. Our turnkey solution is focused on delivering a superior product that outperforms the specified 8mm marquee by improving resolution by 78% and by providing an excellent customer experience that creates winning results for everyone involved.

CLI Services is a certified woman owned business specializing in providing lighting, electrical contracting, and sign services to commercial and government clients. CLI Services was established in 1977 and continues to remain top of class in the industry. Between Randy Garcia (Signs Division Manager) and Randy Mills (Signs Division Operation Manager), our Sign Division brings over 70 years of combined sign experience to this project. We employ certified sign and lighting technicians, journeymen and master electricians, certified crane operator, welders, project managers, and engineers. Our expansive fleet includes 60' bucket trucks, cranes that reach to 110' and scissor lifts allowing us to reach every type of sign.

We intend to collaborate with our longstanding partners, Platinum Sign Company of Grand Junction to complete this project. We have successfully worked together on numerous jobs over the past 18 years. With our extensive breadth of experience, the Sign Divisions knowledge, our strategic partnerships, a superior product selection, and our vast resources, we are confident that CLI Services is beyond capable and the best company for completing the Avalon Theatre project for the City of Grand Junction.

Sincerely,

A handwritten signature in black ink that reads "Randy Garcia".

Randy Garcia

Signs Division Manager CLI Services

Office (303) 288-3152 Cell (720) 837-9684

[Randy.Garcia@Cli-Services.com](mailto:Randy.Garcia@Cli-Services.com)



## **QUALIFICATIONS / EXPERIENCE / CREDENTIALS**

- CLI Services was established in 1977 and is a certified woman owned company that provides all types of lighting, electrical and sign work. We staff master electricians, journeymen electricians, journeyman sign installers, lighting consultants, and have a full-service sign division with an excellent internal support staff for all divisions. CLI Services currently employs about 100 well trained people. Roughly 25 are office, sales, design and estimators and the remaining 75 are electricians, sign and lighting technicians. We self-perform a majority of our work however, when needed we utilize our partnerships with qualified sub-contractors. We have a fleet of bucket trucks which includes cranes that reach from 40 to 110 feet, scissor lifts and man basket lifts.
- Our Full-Service Sign Division provides over 70 years of sign experience between Randy Garcia (Signs Division Manager) and Randy Mills (Signs Division Operation Manager). Our team of sign installers are NCCCO crane certified and hold welding certifications.
- CLI Services workload is split between service-work, electrical contracts, lighting retrofits, sign work and lighting consulting work. We perform over 3,000 service calls per month. Annually, we have completed approximately 80 lighting retrofit projects, 40 sign projects, 50 electrical projects, and 6 large consulting jobs. CLI Services currently completes about \$600,000 per month in lighting, electrical and sign service work with an additional \$600,000 per month in lighting, electrical and sign projects.
- CLI Services has an on-call service available 24/7 for emergency service for electrical, lighting and signage needs. CLI Services can dispatch an electrician, sign or lighting technician within 24 hours. Our warranty administration department works closely with our operations department ensuring that all warranty details are maintained for our customers.
- CLI Services specializes in working in difficult environments such as high-rise building installations, right of ways, retail, parking garages, manufacturing facilities, schools, etc. Sign and lighting work require specific solutions that often include managing workspaces that include sidewalk and street closure. We employ trained project managers, safety coordinators and public right away planners. We also perform lighting, electrical and sign service work which requires us to work during regular business hours around customers and equipment. Therefore, CLI Services is extremely well practiced in working in occupied facilities allowing business to continue.
- We employ a rebate specialist on our staff that specializes in processing rebates for our customers. Over the past fifteen years, we have been awarded "Energy Partner" from Xcel Energy, which Xcel awards to the top contractors in its territory for implementing energy efficiency projects.
- Safety is paramount to CLI Services. We have a comprehensive safety plan administered by a third-party company – Hellman and Associates. Each project also has its own specific safety plan that coincides with all OSHA guidelines. A copy of our safety manual can be provided upon request.
- CLI Services maintains certifications with WBENC and ISNetworld.



## **List of Services:**

1. **Sign Work:** All types of sign installations, electronic message centers, retrofitting signs to LED, sign repair including Neon, sign fabrication, design and consulting, comprehensive sign plans, engineering, and permit acquisition.
2. **Electrical Contracting:** Includes all types of electrical contract and service type work. Code compliance and permit acquisition.
3. **Interior Lighting:** Includes all types of lighting interior lighting, service work, lighting retrofits, lighting controls and energy efficiency projects.
4. **Exterior Lighting:** Includes pole installations, structural pole inspections, lighting service work, exterior lighting retrofits and exterior lighting controls.
5. **Consulting:** Consulting work includes investment grade audits, measurement and verification, lighting layouts, CAD layouts, rebate calculations, product specification and RFP bid documents.
6. **Group Re-Lamping and Ballasts:** All types of group re-lamping, sign and lighting retrofits.
7. **EV Charging Stations:** Installation of level 1, 2 and 3 (fast chargers), installing safety bollards, painting, and concrete work.
8. **Security Cameras:** Installation of wireless and low voltage security camera systems.
9. **Life Safety Lighting:** Life safety lighting design, preventive maintenance, and service work.
10. **Thermal Imaging:** Providing heat scans on electrical equipment for preventative maintenance.
11. **Metering Equipment:** Installation of various types of sub metering equipment for tracking energy consumption and sub billing.
12. **5G Poles:** Installation of 5G poles, running electrical, installing meters and permit acquisition.
13. **Mapping, Asset tracking and Warranty:** Mapping current lighting, control, life safety and electrical systems, keeping track of warranty, procuring replacement parts.
14. **Variable Frequency Drives (VFD's):** Installation of motors and variable frequency drivers.



# HISTORY & CAPABILITIES STATEMENT

**CLI Services** provides sustainable energy efficient solutions from consultation through installation and recycling. We enhance the efficiency of lighting, electrical and commercial signage for our customers through expert assistance in (1) specifying the quality products to produce the greatest energy and maintenance savings, while providing the best solution to meet customer goals, (2) supplying and installing the new lighting and electrical products and (3) maintaining the lighting, electrical and signage. Customer service is our number one focus. We provide full-service solutions to our customers; the key element being the long-term relationship we build and maintain. In addition, when we recommend a product or system, we stand behind that product and its performance.

**CLI Services** was founded in 1977 and has steadily grown over the past 43+ years. We employ certified lighting consultants, journeyman electricians, master electricians, and certified lighting technicians. Our employees drive fully stocked service vehicles. Our expansive fleet also includes bucket trucks, cranes and scissor lifts. We have 24-hour on-call service as well as GPS locating software and electronic tablet capabilities.

## Markets served: Commercial, Industrial & Government

Please find listed below a breakdown of our services:

### LIGHTING MANAGEMENT –

Inside and outside lighting maintenance with monthly inspection and service contracts to meet your needs. We can provide CAD layouts of a facility that detail the electrical equipment, lighting, signs, and emergency/exit fixture locations. This information can also be coupled with controls and self-diagnostic systems to help reduce maintenance costs.

### ELECTRICAL DIVISION –

Service work of any kind and specializing in Lighting Control Systems, measurement & verification, underground located, EV charging stations and computer wiring.

### FULL-SERVICE SIGN DIVISION –

We design, manufacture and install all aspects of commercial signage. Including, but not limited to electronic message centers, monument signs, pylon signs and banners. We also offer compressive sign plans for new commercial developments. We maintain a complete fleet of crane trucks and service trucks with experienced crews that are crane and welding certified to handle all types of sign work.

### ENERGY REDUCTION GOALS –

Consultation, installation, hazardous waste disposal – to help businesses and agencies meet energy efficiency goals.

### REBATE PROGRAMS –

Energy audits, detailed energy analysis, financing and rebate money from local utility providers. We are actively involved with the utility incentive programs and can assist companies with taking advantage of all tax incentives.

### RECYCLING PROGRAM –

We are committed to offering our customers the most updated information and services on the disposal of lamps and ballasts as well as other hazardous waste. For a personalized review of our comprehensive programs please contact our office.

### CONSULTING –

Consultation and evaluation of your present lighting and/or electrical system to determine the best solution for your specific needs. We have sophisticated lighting layout software to assist with the design of your lighting system. Our on-staff lighting consultants and engineers have earned CLEP, CLMC, LC and LEED-AP certifications.

**We have a very comprehensive safety program, designed specifically for our industry. We're bonded and insured. References available upon request.**



**Corporate Headquarters**  
1831 East 73<sup>rd</sup> Avenue Unit B  
Denver, CO 80229  
coloradolighting.com  
303-288-3152

### Operations

\*Colorado

\*Arizona

\*Texas

\*New Mexico

Oklahoma

Wyoming, Utah,

Kansas, Louisiana

Arkansas, Idaho

Nebraska

\*States with warehousing and staffing

### NAICS:

236220, 238210, 423610, 561790,  
541350, 541690, 541490,  
423440, 339950, 399300, 399301,  
399399

### FSC:

5935, 5970, 5977, 5998, 5999,  
6105, 6110, 6125, 6130, 6145,  
6210, 6240, 6625

### Product Service Codes:

J059, J060, J061, J062, N042, N059,  
N062, Z111, Z112, Z119, Z131, Z141,  
Z142, Z152, Z153, Z173, Z174, Z199

### Certifications:

CLMC: Certified Lighting  
Management Consultant

LC: Lighting Consultant

CLEP: Certified Lighting  
Efficiency professionals

CALT: Certified Apprentice  
Lighting Technical

LEED AP: Leadership in Energy &  
Environmental Design  
Accredited Professional

NCCCO: National Commission for the  
Certification of Crane  
Operators

3G & 4G: Welding Certified

**CAGE CODE** 1G2X6

**DUNS** 102568615

**FED ID#** 84-0925581



**WBENC: WBE1700041**  
**WOSB: WOSB170322**



## **Strategy and Implementation Plan**

CLI Services has a significant experience in the sign industry, and we are looking forward to implementing a successful project for the City of Grand Junction and the Avalon Theatre. Below is our implementation strategy and plan for meeting the objectives of this RFP.

### **Key Colorado Lighting Contacts:**

**Randy Garcia - Sales Director and Project Manager Sign Division**

[randy.garcia@cli-services.com](mailto:randy.garcia@cli-services.com)

Office (303) 288-3152

Cell (720) 837-9684

Randy Garcia will be the primary contact for the duration of this project and will oversee the implementation of the Avalon Theatre Sign installation.

**Randy Mills – Operations Manager for Sign Department**

[rmills@coloradolighting.com](mailto:rmills@coloradolighting.com)

Office (303) 288-3152

Cell (303) 941-3201

## **Sub-Contractor**

CLI Services will be partnering with our local sign partner - Platinum Sign Company of Grand Junction throughout this project.

**Mike Blackwelder – Platinum Sign Company**

[mike@platinumsign.com](mailto:mike@platinumsign.com)

Office (970)-248-9677

Cell (970)-985-0274

## **Staffing**

CLI Services will use 1 lead sign technician and 2 additional sign technicians to implement this project. In addition, we will use 1 electrician to provide the electrical connections.

## **Traffic Control**

CLI Services will provide traffic control and shut down the sidewalk and part of the street to perform this installation.

## **Owner's Staff Requirements**

CLI Services will need the owner's staff of the Avalon Theatre to provide access to the building and the electrical room that feeds the Marquee sign.

## **Project Implementation Milestones and Estimated Dates**

\*Project dates and timelines are estimated and dependent upon final contract award date.

<b>Action</b>	<b>Date</b>
Contract Award	6/29/2020
City Council Approval (if required)	7/14/2020
Full Contract Execution	7/21/2020
Submit Performance and Payment Bonds to Grand Junction	7/24/2020
Notice to Proceed Issued	7/29/2020
Order Material	8/3/2020
Schedule Preconstruction Meeting to Work Through Details of Project Implementation	8/17/2020
Coordinate Access to Buildings and Establish Points of Contact	8/17/2020
Submit Traffic Control Plan	8/24/2020
Receive Material to Local Warehouse	9/1/2020
Coordinate with Points of Contact the Start Day	9/2/2020
Bring Material Onsite and Begin Project Construction	9/7/2020
Provide Software Training to City Staff	9/14/2020
Commission the Sign	10/5/2020
Perform Punch List Walk	10/5/2020
Complete Punch List Items	10/7/2020
Achieve Final Project Sign Off	10/8/2020
Provide Final Project Drawings and As Builts	10/9/2020



CLI Services chooses to present a premier 6mm LED marquee option for the Avalon Theater project. The Watchfire 6mm outdoor digital display offers a 78% improved resolution over an 8mm display. CLI Services selected the Watchfire 6mm display for several reasons which includes the value it gives for the city's investment in relation to the improved and superior resolution, as well as the manufacturer's warranty.

Watchfire's 6.32mm outdoor display presents a unique opportunity to the Avalon Theater - one to stand out as an icon of historic downtown Grand Junction in 2020, and for the next 10+ years to come. Bleeding edge 6mm chip infrastructure and an extremely high pixel density of over 2,300px/ft<sup>2</sup> will yield the highest definition outdoor display in all Western Colorado, allowing brilliant visuals to captivate and communicate with passerby. Backed by Watchfire's 8-year warranty and reputation as an industry-leading Danville, Illinois-based manufacturer, CLI Services believes taking advantage of Watchfire's noticeably aggressive market entry price point represents a better value to the Avalon Theater and City of Grand Junction than any other LED display available. The visual magnetism of a 6mm marquee is astounding, the effects of which we intend to share with the Avalon Theatre and City of Grand Junction.

CLI Services believes in partnering only with trusted, stable display manufacturers. Completion of the Las Vegas Freemont Street LED Canopy in 2019 marked Watchfire's 87th year of successful operations and set the record for largest LED video display on the North American continent. Although Watchfire is verifiably capable of manufacturing grandeur, their most substantial business segment still belongs to the people -- serving Main Street customers like the Avalon Theater. US-based phone support, comprehensive software training, and honest warranty terms are a few reasons CLI Services has seen continued success in implementing Watchfire LED displays throughout Colorado.

Further information (including specifications) on Watchfire's 6mm outdoor display are included in the drawings and submittal.

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# **LED MARQUEE HARDWARE**

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**SPECS | ENGINEERING | WARRANTY**

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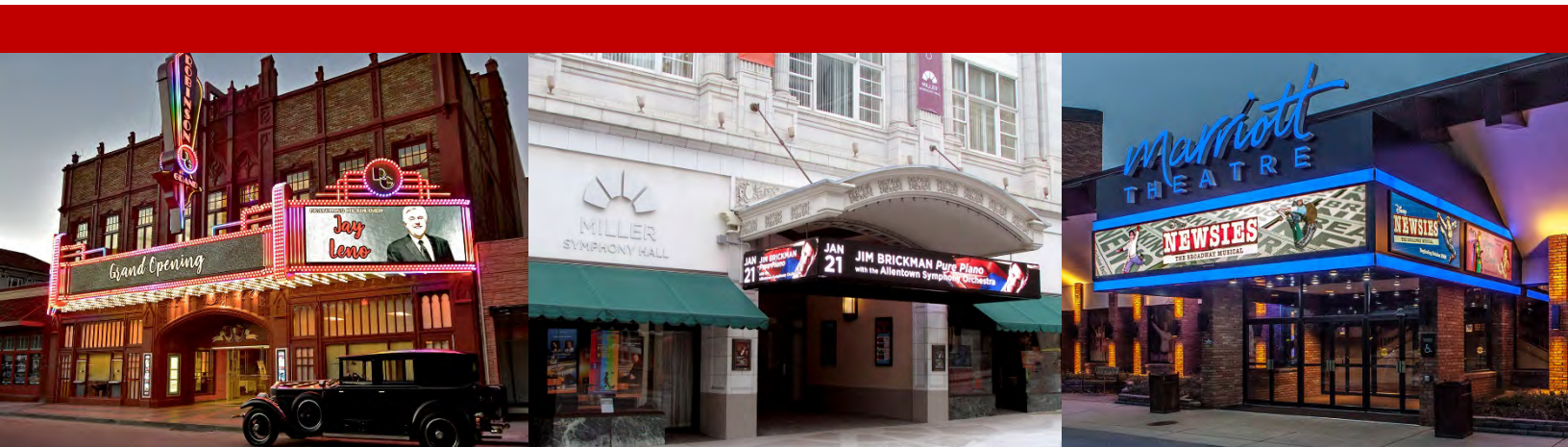


## Specification Comparison Sheet

Prepared for the City of Grand Junction & Avalon Theater

Product	6mm Outdoor LED Display
Manufacturer	Watchfire Signs, LLC. (Danville, IL)
Model	W/XVS 6MM
Pitch	6.32MM
Color Capability	1.2 Quintillion Colors
Module Size	12" x 12"
Module Matrix	48x48
Ingress Protection	IP65
Weatherproofing	ASTM B-117
Overall Dimensions	41"H x 39'3"W
Overall Matrix	144x1872
LED Type	SMD 3-in-1
LED Brand	Nichia/Nationstar
Color Temp	6500k
Power Supply	Delta
Spare Parts	5x modules, power supplies, wiring & fans (>4%)
Maintenance	Front Access
Brightness	6,000/6,500 NITs
Self-Diagnostics	On-Demand + 24hr Auto
Warranty	8 Years, Optional 10 Years

Additional information in specification sheets below.



## Detailed Specification Sheet

# 6mm COLOR LED SIGN

### Standard Watchfire Features

<b>Application</b>	Advertising and branding
<b>Module type</b>	Smart module, fully self contained
<b>LED encapsulation</b>	Fully encapsulated
<b>Compliance information</b>	UL 48, CUL 48; Complies with FCC Part 15 regulations for Class A devices
<b>Environmental rating</b>	IP 65 per face
<b>Ventilation</b>	5" cabinet, front ventilation; 8" cabinet, front ventilation up to 7' height, rear ventilation over 7' height
<b>Power</b>	120 or 240 volt single phase 60 Hz
<b>Cabinet construction</b>	Extruded aluminum, precision mitered solid weld corners
<b>Cabinet depth</b>	Front vent signs, 5" (101.6 mm) for signs up to 4' high; 8" (203 mm) for signs over 4' high viewable area
<b>Service access</b>	Front or optional rear access
<b>Software</b>	Proprietary Ignite®; Integrates with digital signage players via Ignite live video option
<b>Cabinet temperature rating</b>	-40 °F to +140 °F (-40 °C to +60 °C)
<b>Thermal control</b>	Automatic shut-down if temperature exceeds 149 °F (65 °C)
<b>Color temperature</b>	6500 K fixed (XVS only)
<b>Dimming</b>	Photocell, auto-adjustment from 1% - 100% brightness; Software backup
<b>Security</b>	Password protected
<b>User interface</b>	Web and stand alone PC application
<b>Graphics compatibility</b>	Import capability from most AVI sources; BMP, GIF, JPG and other graphic file types
<b>Video compatibility</b>	Live video capable on XVS
<b>Video formats</b>	Most AVI and WMV formats; Options include DVI, HDMI
<b>Weatherproofing</b>	Tested per ASTM B-117 to a continuous 95 °F (35 °C), 7.2 pH salt fog
<b>Windload rating</b>	Complies with IBC 2012/2015/2018, ASCE7-16
<b>Self-diagnostic monitoring &amp; reporting</b>	Advanced on-demand or automated diagnostics available

Technical Specifications	W-Series	XVS Series
<b>Model number</b>	W6mm	XVS 6mm
<b>Pixel pitch</b>	6.35 mm (0.25")	6.35 mm (0.25")
<b>Optimized pixel pitch</b>	True 6mm	True 6mm
<b>Pixel density per square foot</b>	2,304	2,304
<b>Pixel density per square meter</b>	24,800	24,800
<b>LEDs per square foot</b>	6,912	6,912
<b>LEDs per square meter</b>	74,400	74,400
<b>Pixel configuration</b>	SMD 3-in-1	SMD 3-in-1
<b>Max brightness</b>	6,000 nits	6,500 nits
<b>Matrix configuration</b>	48 x 48 pixels	48 x 48 pixels
<b>Module H x W</b>	12" x 12"	12" x 12"
<b>Horizontal viewing angle</b>	150°	150°
<b>Vertical viewing angle</b>	+22°/-45°	+22°/-45°
<b>Weight per square foot</b>	9 lbs.	9 lbs.
<b>Processing (Video)</b>	Not applicable	Available
<b>Calibration</b>	Digit batch inspection, pixel to pixel and module to module	Whole-sign color calibration, color and brightness
<b>Minimum viewing distance</b>	14'	14'
<b>Live video capable</b>	No	Yes
<b>Video frame rate</b>	Up to 30 FPS	Up to 60 FPS
<b>Color capability</b>	1.2 quintillion	1.2 quintillion
<b>Character height</b>	1.75" and larger	1.75" and larger

Specifications are subject to change without prior notice.







# ENGINEERING & TESTING

RELIABLE INNOVATION

## THIRD PARTY INDEPENDENT TESTING

An independent laboratory tested sign modules from three different manufacturers: Watchfire and two competitors. Tests measured the durability of LED components and power supplies with a luminance device.

After a total of 2,000 hours in a heat and humidity chamber set at 85 °C and 85% relative humidity, significant color distortion occurred as a result of widespread LED failures in Competitor A's modules, and overall brightness diminished by 35% in Competitor B's modules.

Watchfire modules experienced no LED failures during the test and dimmed at a uniform rate over time, maintaining initial color calibration.

Watchfire also uses third party independent testing to verify that all of our products are compliant with FCC standards regarding electromagnetic emissions.

## Internal Reliability Testing

Watchfire's engineers test our products to guarantee consistently high quality. Every outdoor display is engineered to pass a battery of stringent tests for structural stability, wind load, temperature management, corrosion resistance and water resistance. We test individual components and entire modules: baking them, zapping them with electrostatic charges, freezing them and spraying them with saltwater.

## Built to Withstand Extreme Conditions

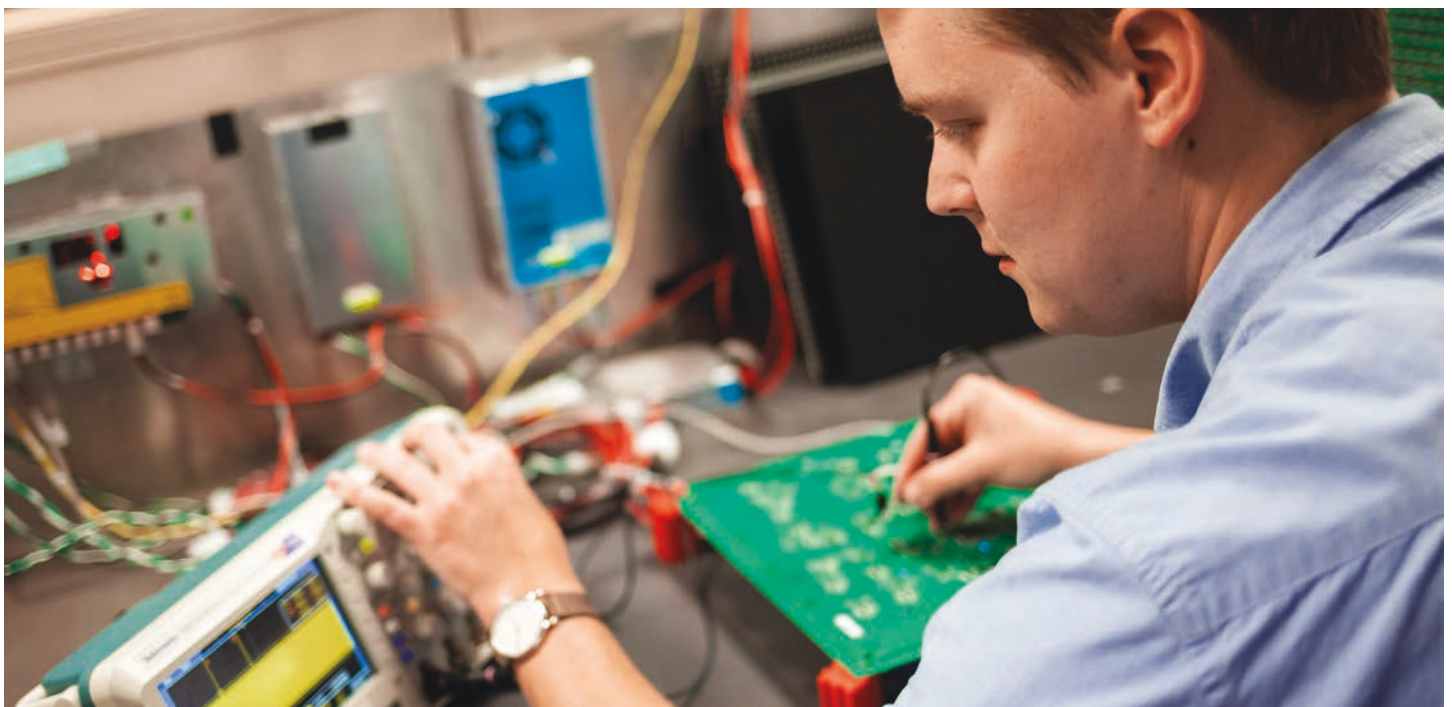
Our outdoor modules are tested to withstand temperature cycles from -40 °F to +140 °F. Our LEDs survive a severe humidity test of 2000 hours at 85 °C and 85% relative humidity. Materials and components must also pass the ASTM B117 salt fog test to measure corrosion resistance. We use Highly Accelerated Life Testing (HALT) to apply controlled thermal and mechanical stress to simulate years of operation in the field.

## Designed to Deliver Unmatched Uptime

Our designs maximize mean time between failures (MTBF), an industry concept for operational longevity. MTBF standards state that every connection in an electronic device is a potential point of failure. Watchfire's engineers look to reduce connection points, which in turn increases reliability. With far fewer connections than our competitors, our displays operate reliably on day one and for years to come.

## Vertical Integration

Manufacturing at Watchfire emphasizes collaboration between design, research and development, and service. These departments all reside in our Danville, Illinois, facility, meaning that our products are engineered to meet the needs of every project, whether it's on Main Street USA or the world's largest video screen. This integration drives innovation, so we can continue to bring you the industry's best displays.



June 11, 2020

**Subject:** Watchfire Warranty

To whom it may concern,

Watchfire, a leading manufacturer of led displays and scoreboards, provides a 5-year standard warranty (*8 years for the Avalon Theater*). With a staff of over 40 technicians, Watchfire is ready to assist in the event of an unfortunate failure or a general software question. We're just a toll-free call away. In the event a replacement part is required, if ordered by 3pm Central Time, the replacement parts will ship **same day** with overnight delivery.

At Watchfire, we are aware of the investments our customers make in purchasing our products and the impact our displays have on the communities they operate in, therefore we strive to build the best looking and performing LED displays in the world. To take things a step further, we guarantee replacement parts will be available for at least 10 years from the date the display ships from our factory. We do encourage our customers to use a qualified Watchfire-approved service company during the warranty period. Once the warranty period has expired, we will assist our customers in servicing their displays, or finding a qualified service provider in their area. For additional questions or concerns, please feel free to contact me, or your Watchfire Sales Representative.

Sincerely,

**Ray Digby, Applications Engineering Lead**

Phone: (800) 637-2645

[ray.digby@watchfiresigns.com](mailto:ray.digby@watchfiresigns.com)

## Watchfire Signs, LLC - ABBREVIATED TERMS OF SALE (WARRANTY)

**System Warranty.** When used properly under normal use and normal environmental conditions, and subject to the exclusions set forth herein, Watchfire warrants its manufactured goods, and the System against material defects in material and workmanship for five (5) years from the date of shipment from Watchfire's dock. Watchfire warrants the Price Watcher product series against material defects in workmanship for three (3) years from the date of shipment from Watchfire's docks. During the warranty period, Watchfire's only obligation and liability is to repair or replace (at its option) those part(s) of the System which prove to be defective and not merely worn out (e.g., aged LEDs). Repaired or replaced parts provided within the original warranty period shall have the same warranty for the balance of the original warranty period. Part(s) replaced or repaired outside of any warranty period shall have a warranty of replacement only for material defects in material or workmanship for one (1) year from date of shipment. Any parts not manufactured by Watchfire, but which are added to the System manufactured by Watchfire, are covered only by their original manufacturer's warranty, if any. Watchfire is not responsible for telecommunications or Internet services being unavailable, or for limitations caused by environmental conditions or incompatibilities with other systems.

**Limitations.** Buyer's exclusive remedy for Watchfire's breach of this Agreement as to any term hereof, and Watchfire's only liability for any such breach, shall be replacement or repair of the System and its parts actually delivered to Buyer in Watchfire's sole discretion. **IN NO EVENT WILL WATCHFIRE BE LIABLE TO BUYER FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF THIS TRANSACTION IN EXCESS OF THE SYSTEM PRICE.** The Buyer agrees that these limitations on liability and remedies are independent of the agreed remedies under this Agreement. Significant surge protection is included in the signs. However, very high electrical surges can damage electronic LED sign systems and are not covered by warranty. **Proper installation to allow for adequate ventilation as detailed in the Installation Manual S-1504 is required to keep the warranty in force. Power must be applied at all times except for during service incidents. Power outages for more than three (3) days require notice to Watchfire Service to keep the warranty in force.**

**Intellectual Property.** As to the equipment proposed and furnished by Watchfire, Watchfire shall defend any suit or proceeding brought against Buyer so far as it is based on a claim that such equipment constitutes an infringement of any copyright, trademark or patent of the United States. Watchfire retains ownership of intellectual property in any materials, goods, software and production process which may be developed under this Agreement.

**Use of System Image.** Buyer agrees that Watchfire, without compensation to Buyer, may use Buyer's name along with photographs and images of the System in Watchfire's advertising and promotional materials in any media worldwide without the prior written consent of Buyer. Watchfire agrees that such use shall not imply any endorsement of Watchfire by Buyer.

**License for Software Use and Warranty.** "Software" as used herein includes software distributed on a media (like a CD, DVD or flash drive), software hosted on a server and accessed through a web browser, and software running on the System controllers. Media does not apply to Ignite OA. This license covers end-user applications such as Ignite OP, Ignite OPx and Ignite OA. Excluding Third Party software, Watchfire warrants that: (1) the media (if any) on which Software is provided shall be free from material defects for sixty (60) days after shipment by Watchfire; and (2) Software substantially conforms to the documentation that accompanies it. Watchfire hereby grants the Original End User a limited, non-exclusive personal, non-transferable and non-assignable license to use the Software. This license terminates upon violation of any provision of this License, and Watchfire reserves the right to electronically disable the Software upon such violation. The software is copyrighted by Watchfire Signs, LLC and buyer shall not permit the software to be copied (except for backup purposes), transferred, distributed, disassembled, reverse engineered, decompiled or tampered with. Watchfire does not warrant that the media and Software is completely error-free, will operate without interruption or is compatible with all equipment or software configurations. Watchfire may charge additional fees for any upgrades or modifications to the Software.

**Third Party Software.** Operation of the sign is supported only with Watchfire software and Watchfire qualified versions of approved third party software. Installing un-supported software on sign controllers could lead to non-operational signs. Service charges for troubleshooting and returning to operation will apply.

**BUYER AND ORIGINAL END USER HOLD WATCHFIRE HARMLESS AND INDEMNIFIED FOR ANY CLAIMS BY THIRD PARTIES, INCLUDING WATCHFIRE'S ATTORNEY'S FEES, THAT THE USE OF THE SOFTWARE OR SYSTEM INFRINGES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY DUE TO AN IMAGE DISPLAYED ON THE SYSTEM BY THE BUYER.**

**Warranty Service.** Defective media or Software may be replaced during the warranty period unless damaged by accident or misuse. WATCHFIRE'S ENTIRE LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF THE DEFECTIVE MEDIA OR SOFTWARE WHEN TIMELY RETURNED TO WATCHFIRE. Any replacement media or Software has the same sixty (60) day warranty. Warranty service for the System and the Software are expressly conditioned on Watchfire's prior receipt of all payments due under the License, including System Price. Buyer shall contact the Watchfire HELP desk for warranty service. Items determined defective by Watchfire will be replaced at its option with new or like-new part(s). No credit is given for such items. Watchfire will pay for outbound shipping and return ground freight for items repaired/replaced for its manufactured goods. Buyers must pay all duties and taxes for items shipped to destinations outside of the continental United States. Buyer shall pay for the installation of repaired/replaced item and updates to the software. In the event of any delay in Watchfire's performance beyond Watchfire's reasonable control, Watchfire shall have additional reasonable time for performance. Buyer shall pay for all maintenance services.

**10-Year FCC Guarantee.** This device complies with FCC Part 15 regulations for Class A devices. Operation is subject to the following two conditions: 1.) this device may not cause harmful interference, and 2.) this device must accept any interference received, including interferences that may cause undesired operation. FCC regulations state that unauthorized changes or modifications to this device could void the user's authority to operate it.

In the event of a documented claim of electromagnetic interference as the result of the operation of this device, Watchfire guarantees to provide a remedy to the complaint pursuant to FCC Part 15 regulations for Class A devices in effect at the time of shipment or issue a prorated refund to the buyer. The prorated refund will be determined by dividing the original purchase price by the number of months of the warranty period, then multiplying the result by the months remaining in the warranty period. Partial months are rounded to the nearest whole month.

**Exclusions.** The above warranties do not apply if the System or Software are damaged due to improper or unreasonable use, modification, repair, service, installation, or environmental conditions or if they are reversed engineered, de-compiled or used to create derivative works. There are no express warranties for the System and the Software beyond those expressly stated herein and the entire agreement between the parties as to warranties is embodied in the Agreement and this Schedule. Neither oral statements or advice made by Watchfire's agents or employees in the selection of goods or parts used in or in conjunction with Watchfire's manufactured goods, or in the performance of warranty services, nor any verbal arrangement, nor any advertising material or statement in any brochure, catalogue, or other material furnished by Watchfire or on its behalf, other than the limited warranty and remedies statements included therein, nor any other oral or written term or statement not contained herein shall constitute a warranty, be relied upon by Buyer, or become a part of the sale of System or the license of the Software. If any sample or model was shown to the Buyer, such sample or model was used merely to illustrate the general type and quality of a System and Software and not to represent that the System and Software would necessarily conform to the sample or model.

WATCHFIRE'S LIABILITY TO BUYER UNDER THESE WARRANTIES FOR THE SYSTEM AND SOFTWARE IS LIMITED AS SET FORTH HEREIN, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCTS LIABILITY OR ANY OTHER THEORY, AND WATCHFIRE SHALL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, COMMERCIAL, EXEMPLARY, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF USE, LOSS OF ANTICIPATED PROFITS, INCOME, OR ECONOMIC LOSSES OF ANY KIND. WATCHFIRE'S LIABILITY UNDER ANY WARRANTY HEREUNDER, WHETHER EXPRESS OR IMPLIED, SHALL NOT EXCEED THE COST OF REPAIR OR REPLACEMENT OF DEFECTIVE PARTS OF THE SYSTEM AND SOFTWARE. BUYER MAY NOT BRING ANY ACTION UNDER THESE WARRANTIES MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

**Miscellaneous.** Should any part of this Terms of Sale be found invalid, the other parts shall remain unaffected and shall be enforceable. This Terms of Sale shall be governed by the laws of the State of Illinois. Any litigation shall be exclusively in Vermilion County, in the State of Illinois or the U.S. District Court for the Central District of Illinois.

**Privacy Policy.** See <http://www.watchfiresigns.com/privacy-policy> for details.

4.14.1 - Submittals and specifications on the equipment you propose to use.

- **Provided on pages 2-4.**

4.14.2 - Written narrative describing why your company chose this brand of equipment.

- **Provided on page X (CLI IDENTIFY AND LINK).**

4.14.3 - Copies of written warranties for the Marquee and it's LED infrastructure.

- **Watchfire LED display warranty terms provided on page 9.**
- **ALL LED DISPLAY COMPONENTS (communications equipment, wiring, power supplies, fans, modules, LEDs, and cabinet) are warrantied against defects for a period of eight (8) years from the date of manufacture.**

4.14.4 - State installation warranty period for the marquee.

- **Fabrication and Installation work performed by CLI Services and its' partners is warrantied for one (1) year from the date of install.**

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# **IGNITE OPx SOFTWARE**

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**CONTROL | MONITOR | INFORM**

---

# IGNITE OPx

**CONTROL.  
MONITOR.  
INFORM.**

## Premium, Cloud-based Content Management

Watchfire's newest solution for content management is a cloud-based option that optimizes the power of digital advertising with no software to install.

Take control of your content from anywhere with smart playlists, real-time integrated widgets, a free library of animations and still images and more supported media files. Ignite OPx is perfect for all signs, digital networks and customers who want to integrate custom data feeds.



### CONTENT ZONES

#### MAXIMIZE CONTENT IMPRESSIONS

With larger signs, segment the display into regions to carry more content and utilize every feature. Stay on brand, while offering specials and incorporating dynamic feeds for maximum impact.



### VERSATILE EDITOR

#### EASILY CUSTOMIZE LAYOUTS

Eliminate the need for additional graphics editing software by using Ignite OPx to create custom text and image messages, and position them precisely for display.



### DYNAMIC WIDGETS

#### CUSTOMIZE CONTENT SCHEDULES ACCORDING TO REAL-TIME VARIABLES

Schedule and update according to weather, time of day or RSS/XML data feeds. Social media integration and unique widgets allow agility in a changing marketplace.



### EASYART

#### THE INDUSTRY'S ONLY FREE LIBRARY OF READY-MADE GRAPHICS

Over 1,000 animations and still images make it easy to create and customize designs for every occasion. New designs are added monthly.



### FUNCTIONAL

#### USE MORE FILE TYPES

With a wider menu of file types that are compatible with Ignite OPx, more options are available for content. Transparent PNG and GIF files, as well as MP4 video files are now supported.



### SOFTWARE SECURITY

#### GET PEACE OF MIND WITH MULTIPLE LAYERS OF SECURITY

In addition to password protection, Ignite's proprietary session system prevents outside software from gaining access to a sign's controller. Different access levels can be granted to each team member.



# CONTROL. MONITOR. INFORM.

Watchfire’s diagnostic capabilities allow you to instantly pinpoint corrective action and provide a quick and accurate response to your customers.

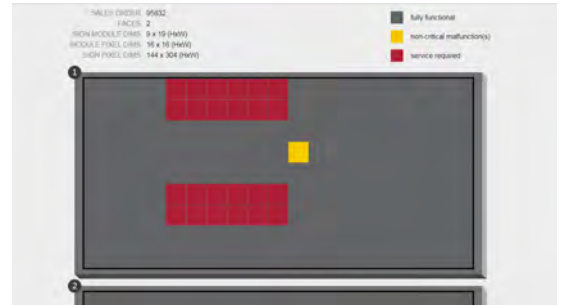
Watchfire offers advanced diagnostic capability on all of our full-color outdoor LED sign products, which allows customers to run on-demand component tests through our Ignite® content management software to identify the source of a service issue. This feature is just one more way Watchfire saves our customers time and money while providing superior quality and reliability.

## Level 2 Monitoring: Automated Diagnostics

With 4G wireless sign communications, our system will run an automated diagnostic report at regular intervals. If there are any errors or issues detected, an email will automatically be sent to registered email contacts. Diagnostic emails can be monitored by the sign owner or sign company service team.

Customers with 4G wireless can sign-up for the automated diagnostics feature by visiting the link provided below. A Watchfire sales order number and primary email recipient are required for activation. An optional secondary email recipient is available. Once the request is received, Watchfire’s service department will activate this feature for the account.

[notify.watchfiresigns.com](mailto:notify.watchfiresigns.com)



Service issues are classified by importance to quickly identify which require immediate attention.

COMPONENTS			
Active	Type	Description	
<input type="checkbox"/>	Protocol	The protocol is also connected. Without the protocol, the sign's brightness will not be adjusted for current ambient light conditions and may be too bright.	
<input type="checkbox"/>	Overall health	Diagnostics is reporting several errors with the sign, please review the diagnostics report.	
<input type="checkbox"/>	Requires Service	The sign requires service. Please review the diagnostics report.	
Inactive	Type	Description	
<input type="checkbox"/>	Temperature Sensor	The temperature sensor is disconnected. The sign will not display the outside temperature if a message.	

MALFUNCTIONS							
Active	Type	Face	Module Row(s)	Module Color	Pixel Row(s)	Pixel Color	LED
<input type="checkbox"/>	No Response from Modules	1	1	5 to 10	N/A	N/A	N/A
<input type="checkbox"/>	No Response from Modules	1	2	5 to 10	N/A	N/A	N/A
<input type="checkbox"/>	No Response from Modules	1	5	5 to 10	N/A	N/A	N/A
<input type="checkbox"/>	No Response from Modules	1	7	5 to 10	N/A	N/A	N/A
<input type="checkbox"/>	LED	1	4	11	4	1	Blue
Inactive	Type	Face	Module Row(s)	Module Color	Pixel Row(s)	Pixel Color	LED
<input type="checkbox"/>	No Response from Modules	2	2	11 to 15	N/A	N/A	N/A
<input type="checkbox"/>	Driver	2	4	12	1 to 2	9 to 16	N/A
<input type="checkbox"/>	Driver	2	4	13	9 to 10	9 to 16	N/A
<input type="checkbox"/>	Driver	2	7	7	15 to 16	9 to 16	N/A

Advanced sign diagnostic reports detail any service issues to minimize in-the-field troubleshooting.

## Compatible Models

- **XVS:** 6mm, 8mm, 10mm, 16mm, 19mm
- **W-series:** 6mm, 8mm, 10mm, 16mm, 19mm

Watchfire provides an expansive EasyArt library including over 2,500 pieces of pre-created animated and still content ready for use on your display.

EasyArt is automatically updated monthly to convey timely, attention-grabbing messages. Send new content to a single display, or multiple across your network at once to reiterate precautionary measures or mitigate the effects of "sign blindness" due to stale content.

**CONTROL.  
MONITOR.  
INFORM.**



Spinning Circles



Splash



Sponge Splash



Spring Brk



Spring Cleaning



Spring Flowers



Squares



St. Patrick's Day



Stadium Seating



Stage Lights



Stage Show



Stained Glass



Star And Swirls



Star Shower



Star Stripes



Star Swirl



Starburst and Waves



Starburst



Stars 2



Stars and Circles 2



Stars and Circles 3



Stars and Circles 4



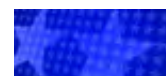
Stars and Circles 5



Stars and Circles 6



Stars and Circles



Stars Angle



Stars Zoom



Stars



State of the Art



Statue\_of\_Liberty



Steam\_Train



Steaming Tea Kettle



Store Hrs

4.15.1 - Provide a cut sheet and/or brochure describing the operating software, it's capabilities, and how user friendly it is.

- **Provided on page 13. Live demonstration of software available upon request.**

4.15.2 - Provide a copy of the software warranty and describe what it covers. How long is the warranty period?

- **Full software EULA & Warranty terms provided on page 9. Life-of-sign license to software and upgrades included with purchase of display equipment.**

4.15.3 - Are there annual maintenance fees for the software?

- **No. A life-of-sign (until the marquee is decommissioned) software license is provided.**

4.15.4 - If so, what is the cost and what does the maintenance agreement cover?

- **N/A**

4.15.5 - Are any graphic designs for the Avalon provided by the software company or your company included?

- **Yes, custom graphic designs are included with purchase of display equipment. Additional detail regarding stock "generic", or "canned" animations included on page 15.**

4.15.6 - If so, describe the design services provided.

- **Five (5) custom stills or three (3) custom animations created by professional sign content graphic designers and prepared to the Avalon's request.**

4.15.7 - If not, describe how graphic design services are typically performed for marquee signs in your industry.

- **Ignite OPx software includes a user-friendly editor capable of advanced content design. 1-on-1 web-based content editor training provided with purchase.**

4.15.8 - Provide an overview of what graphic designing typically costs for marquee signs.

- **If choosing to contract with a third-party graphic design service, standard rates are largely dependent on the sign size, and content length. Below is an estimation of third-party content service costs for the Avalon Theater's unique display size:**
  - **Custom content, one (1) still: \$25-\$125**
  - **Custom content, five (5) stills: \$400-\$600**
  - **Custom content, one (1) animation, 5s-10s long: \$150-\$250**
  - **Custom content, five (5) animations, 5s-10s long: \$750-\$1,000**



**Existing Building Elevation w/ Proposed New Watchfire Electronic Message Center**

NOT TO SCALE



2171 E. 74th Avenue, Denver, CO 80229  
 Tel. 303-288-3152  
 Cell. 720-837-9684  
[www.coloradolighting.com](http://www.coloradolighting.com)

*CUSTOMER:*

Avalon Theater

*LOCATION:*

City of Grand Junction, CO

*WORK ORDER:*

000

*FILE NAME:*

20-0184

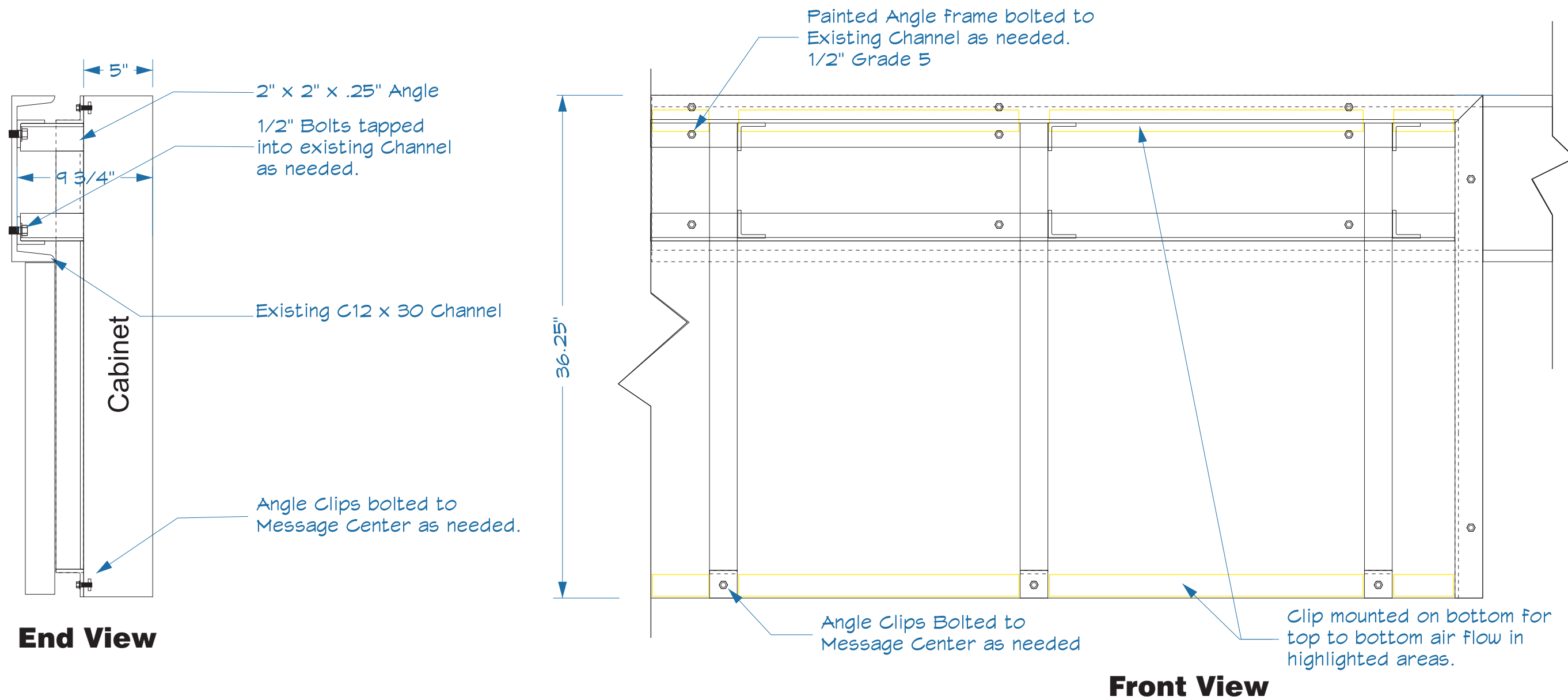
*REVISION #:*

*DATE:* 06/15/2020

*SALESMAN:*

Randy Garcia

All sign designs and concepts shown here are confidential and are the property of Colorado Lighting Services. They are not to be distributed, exhibited, copied or otherwise used without written permission from Colorado Lighting Services.



**Watchfire 36.25" x 39'-3" 6mm Message Center Cabinet Mounting Detail**

SCALE: 1/2" = 1' -0"



2171 E. 74th Avenue, Denver, CO 80229  
Tel. 303-288-3152  
Cell. 720-837-9684  
www.coloradolighting.com

**CUSTOMER:**  
Avalon Theater

**LOCATION:**  
City of Grand Junction, CO

**WORK ORDER:**  
000

**FILE NAME:**  
20-0184

**REVISION #:**

**DATE:** 06/15/2020

**SALESMAN:**  
Randy Garcia

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The following are three references that can attest to CLI Services experience with projects of similar and scope and size as the City of Grand Junctions - Avalon Theatre project.

**REFERENCES:**

**Hans Vonderhofen**

**President | Split Rail Fence & Supply Co.**

1745 Shea Center Dr., Ste. 370

Highlands Ranch, CO 80129

O: 303.791.1997

C: 720.539.9616

[hansv@splitrailfenceco.com](mailto:hansv@splitrailfenceco.com)

**Marvin Sytsma | Public Works Project Manager**

**City of Centennial**

13133 E. Arapahoe Rd. Centennial, CO 80112

Main (303) 754-3362 | Cell (720) 226-2382

[msytsma@centennialco.gov](mailto:msytsma@centennialco.gov)

**Scott D. Goldammer, CPM**

**Miller Real Estate Investments**

6900 E. Belleview Avenue, Suite 300, Greenwood Village, CO 80111

Direct (303) 996-6368

Cell (720) 220-9743

[SGoldammer@millerre.com](mailto:SGoldammer@millerre.com)

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-4795-20-SH Avalon Theatre Marquee**

*Offeror must submit entire Form completed, dated and signed.*

Total cost to provide services as described: \$ 78,762

WRITTEN: Seventy Eight Thousand Seven Hundred and Sixty Two dollars.

**Alternate #1: Rounded Corner Marquee:** \$ N/A

WRITTEN: N/A dollars.

*The City reserves the right to accept any portion of the work to be performed at its discretion*

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the City.

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 1% percent of the net dollar will be offered to the City if the invoice is paid within Net 10 days after the receipt of the invoice.

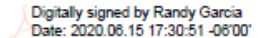
**RECEIPT OF ADDENDA:** the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: 2.

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

CLI Services  
Company Name – (Typed or Printed)

Authorized Agent Signature

Randy Garcia 

Address of Offeror

1831 E. 73rd Ave. Denver, CO 80229

City, State, and Zip Code

Randy Garcia  
Authorized Agent – (Typed or Printed)

303-288-3152  
Phone Number

Randy.Garcia@Cli-Services.com

E-mail Address of Agent

6/15/2020

Date



**LIGHTING MAINTENANCE**

**1 LIGHTING MAINTENANCE**  
Interior & Exterior maintenance inspections, pole inspections, service contracts to meet your needs. Warranty Administration.



**FULL SERVICE ELECTRICAL DEPARTMENT**

**2 FULL SERVICE ELECTRICAL DEPARTMENT**  
All types of electrical contracting and service work. Code compliance and permit acquisition.



**LED UPGRADES & LIGHTING PROJECTS**

**3 LED UPGRADES & LIGHTING PROJECTS**  
Interior & Exterior retrofits, upgrades & group relamping. Full service rebate department with project specialist.

**SUSTAINABILITY**

**4 SUSTAINABILITY**  
Our recycling program offers the most updated services for lamp recycling and the disposal of ballasts.



**FULL SERVICE SIGN DEPARTMENT**

**5 FULL SERVICE SIGN DEPARTMENT**  
Commercial signs, design, fabrication, installation, repair, removal, banners, neon, monument, electronic message centers, pylon signs, sign plans, certified crane operators and welders.

**EV CHARGING STATIONS**

**6 ELECTRIC VEHICLE CHARGING STATIONS**  
Installation of Level 1, 2 & 3 (fast chargers) as well as bollard, painting, electrical and concrete work.



**CONSULTING**

**7 CONSULTING**  
Investment grade audits, measurements and verifications, photo-metric light plans, rebate calculations, product specifications and compliance experts.



**MAPPING & THERMAL IMAGING**

**8 MAPPING & THERMAL IMAGING**  
Provide heat scans on electrical equipment for preventative maintenance. Mapping current lighting, controls, emergency life safety and electrical systems.



**INNOVATIONS**

**9 INNOVATIONS**  
Controls, 5G cellular poles, wireless and low voltage security camera systems, life safety lighting design.



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Colorado Lighting, Inc.

1831 E. 73rd Avenue, Unit B, Denver, CO 80229

as Principal, hereinafter called the Principal, and Merchants Bonding Company (Mutual)

P.O. Box 14498, Des Moines, IA 50306 - 3498

a corporation duly organized under the laws of the State of IA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Grand Junction, General Services Department,

Facilities

333 West Ave., Building B, Grand Junction, CO 81501

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of 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 Avalon Theatre Marquee ~ RFP-4795-20-SH

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 materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter 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 16th day of June, 2020

Francine Kiger  
(Witness)

Colorado Lighting, Inc.

(Principal)

(Seal)

By: Ci FWR

GM  
(Title)

[Signature]  
(Witness)



Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By: Jody L. Anderson

Attorney-in-Fact Jody L. Anderson

(Title)

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

MEMBER

NASBP

NATIONAL ASSOCIATION OF SURETY BOND PROVIDERS

MOODY INSURANCE AGENCY, INC.

8055 East Tufts Avenue, Suite 1000

DENVER, COLORADO 80237

PHONE: (303) 824-6600

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Jody L. Anderson**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: Bid Bond  
Principal: Colorado Lighting, Inc.  
Obligee: City of Grand Junction, General Services Department, Facilities

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

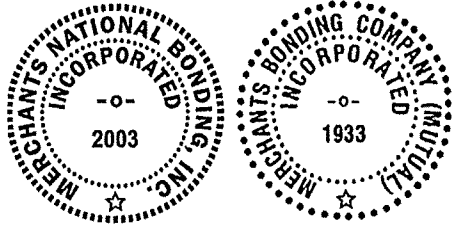
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 16th day of June, 2020.

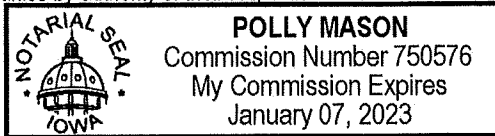


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 16th day of June, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

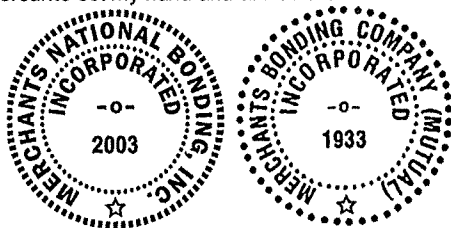


*Polly Mason*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of June, 2020.



*William Warner Jr.*  
Secretary