



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this 3<sup>rd</sup> day of June, 2021 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 **Shaw Construction** 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 **Renovations of Stocker Stadium & Suplizio Field CM/GC RFP-4865-21-DH**.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in 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. Negotiated General Conditions (Not to Exceed) Pricing;
- c. Solicitation Documents for the Project; **Renovations of Stocker Stadium & Suplizio Field CM/GC**;
- d. Contractors Response to the Solicitation
- e. Work Change Requests (directing that changed work be performed);

- f. Field Orders
- g. Change Orders.

## ARTICLE 2

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

## ARTICLE 3

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

## ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the agreed upon final project schedule developed by the Contractor and accepted by the City, to include Final Completion of the Work within the time or times specified. 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 **Zero Dollars (\$0.00) for CM/GC Pre-Construction/Design Services; 3.95% CM/GC Construction Services - Overhead & Profit (OH&P); Three Hundred Forty Two Thousand Four Hundred Ninety Five and 00/100 Dollars (\$342,495.00) General Conditions – Not to Exceed (NTE);** The Contractor shall Work with the Owner, and Owner's Architect, to determine the not to exceed Guaranteed Maximum Price (GMP) for the project construction. **Once established and approved by City Council, a change order for the established GMP with be added to this contract.** If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner



provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

## ARTICLE 6

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

## ARTICLE 7

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

## ARTICLE 8

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

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

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr., Senior Buyer- City of Grand Junction 6/16/2021 | 17:26 MDT  
Duane Hoff Jr., Senior Buyer Date

**Shaw Construcion**

DocuSigned by:  
By: Sam Meyer - President, Shaw Construction 6/16/2021 | 16:25 MST  
Sam Meyer - President, Shaw Construction Date

## CHANGE ORDER

Number 1

Date: July 30, 2021  
To: Shaw Construction  
From: City of Grand Junction, Department of Public Works and Utilities  
Project: **Grand Junction Suplizio & Stocker Improvements CM/GC**  
P.O.: **2021-00000**

It is agreed to modify the Contract for the Project as follows:

Added cost of Design and Shop Drawing development of Stadium Bleacher Stands for both Suplizio Field (north stands) and Stocker Stadium (west stands). Includes reaction loads for foundation engineer.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$0.00
Approved Change Orders	0.00
This Change Order	25,000.00
Revised Contract Amount	\$25,000.00

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	365.	Cal. Days

Construction Start Date: June 3, 2021  
Contract Completion Date: June 2, 2022

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.


Owner: **City of Grand Junction**

Prepared by:

  
Kirsten Armbruster, Project Manager

Date: 8/6/2021


Approved by:

  
Greg Caton, City Manager

Date: 8/31/2021

Contractor: **Shaw Construction**

Signature:

  
Robert Glover Construction Manager

Date: 8/6/21



760 Horizon Dr., Ste 201  
Grand Junction, CO 81506  
Phone 970.242.9236 Fax 970.244.8971

## ESTIMATE

No.	# 001
Date	07/30/21

**City of Grand Junction, Public Works**  
333 West Avenue, Bldg. C  
Grand Junction 81501  
  
Re: Lincoln Park Stadium Improvements

Shaw Construction LLC

**Comments or Special Instructions:**

Authorization to proceed with bleacher delegated design only for both Suplizio Field and Stoker Stadium

Description	Date	G/A Code	Quantity	Unit Price	Total
Bleacher Design	7/30/2021		1.00	25,000.00	25,000.00
				<b>Sub Total</b>	\$ 25,000.00
				<b>Sales Tax</b>	0.00
				<b>Shipping &amp; Handling</b>	0.00
				<b>Total</b>	\$ 25,000.00

**If you have any questions or concerns, please contact:**

Laura Bush, Shaw Construction, 970.623.4951

**THANK YOU FOR YOUR BUSINESS!**



Grandstands • Bleachers • Stadium Seating


DATE: 8-6-21  
TO: Robert Glover  
FIRM: Shaw Construction  
FAX: emailed  
FOR: Grand Junction, CO (Stocker Stadium – Suplizio Field)

WE ARE TRANSMITTING (3) PAGES TO YOU, INCLUDING THIS PAGE. IF YOU DO NOT RECEIVE ALL OF THE PAGES, PLEASE CALL 1-800-433-3116.

Robert,

Production of shop drawings and engineering with stamped drawings and calculations inclusive of the entire steel and aluminum bleacher system but excluding engineering and design of concrete foundations. Shop drawings are 45 to 60 days from authorization and initial reaction loads are expected within 2 to 3 weeks to use for completion of foundation design by the Engineer of Record. Cost of this design is \$25,000.00 and is inclusive of both stadiums.

If you have any questions please contact me via email at [mstephens@sturdisteel.net](mailto:mstephens@sturdisteel.net) or at 800-433-3116.



Matt Stephens, Sales



# PERFORMANCE BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

Bond No.: 107500684

**CONTRACTOR:**

(Name, legal status and address)

Shaw Construction LLC  
760 Horizon Drive, Suite 201  
Grand Junction, Colorado 81506

**OWNER:**

(Name, legal status and address)

City of Grand Junction, Colorado  
250 North 5th Street  
Grand Junction, Colorado 81501

**CONSTRUCTION CONTRACT**

Date: June 3, 2021

Amount: Four Million Eight Hundred Thirty Thousand Seven Hundred Six and No/100 Dollars (\$4,830,706.00)

Description:

(Name and location)

Renovations of Stocker Stadium & Suplizio Field CM/GC RFP-4865-21-DH, Including Change Order Number 2, P. O.: 2021-00000

**SURETY:**

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, Connecticut 06183

**BOND**

Date: September 9, 2021

(Not earlier than Construction Contract Date)

Amount: Four Million Eight Hundred Thirty Thousand Seven Hundred Six and No/100 Dollars (\$4,830,706.00)

Modifications to this Bond: ☒ X None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

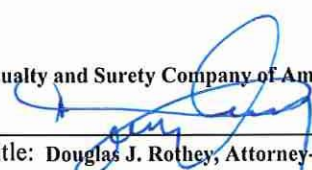
Shaw Construction LLC  
By: Shaw Services Company, Manager  
Signature: 

Name and Title: Douglas J. Grogan V.P.

**SURETY**

Company: (Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: 

Name and Title: Douglas J. Rothey, Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Surescape Insurance Services, LLC  
7800 South Elati Street, Suite 100  
Littleton, Colorado 80120  
(303) 225-8030

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

N/A

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

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

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after  
.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

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

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

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

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors to whom the Owner has made no reasonable objections;

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

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

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

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

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

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

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

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

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

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

#### § 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

None

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

#### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_  
Not Applicable (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: Not Applicable  
Address: Not Applicable

#### SURETY

Company: \_\_\_\_\_  
Not Applicable (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: Not Applicable  
Address: Not Applicable



# PAYMENT BOND

Travelers Casualty and Surety Company of America  
Hartford, CT 06183

Bond No.: 107500684

**CONTRACTOR:**

(Name, legal status and address)

Shaw Construction LLC  
760 Horizon Drive, Suite 201  
Grand Junction, Colorado 81506

**OWNER:**

(Name, legal status and address)

City of Grand Junction, Colorado  
250 North 5th Street

Grand Junction, Colorado 81501

**CONSTRUCTION CONTRACT**

Date: June 3, 2021

Amount: Four Million Eight Hundred Thirty Thousand Seven Hundred Six and No/100 Dollars (\$4,830,706.00)

Description:

(Name and location)

Renovations of Stocker Stadium & Suplizio Field CM/GC RFP-4865-21-DH, Including Change Order Number 2, P. O.: 2021-00000

**BOND**

Date: September 9, 2021

(Not earlier than Construction Contract Date)

Amount: Four Million Eight Hundred Thirty Thousand Seven Hundred Six and No/100 Dollars (\$4,830,706.00)

Modifications to this Bond: ☒ X None ☐ See Section 18

**CONTRACTOR AS PRINCIPAL**

Company:

(Corporate Seal)

Shaw Construction LLC  
By: Shaw Services Company, Manager  
Signature: 

Name and Title: Douglas J. Grogan V.P.

**SURETY**

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature: 

Name and Title: Douglas J. Rothery, Attorney-in-Fact

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

(FOR INFORMATION ONLY — Name, address and telephone)

**AGENT or BROKER:**

Surescape Insurance Services, LLC  
7800 South Elati Street, Suite 100  
Littleton, Colorado 80120  
(303) 225-8030

**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

N/A

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

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, and indemnifies the Owner for reasonable attorneys' fees, costs and expenses incurred by reason of such claims, demands, liens or suits, then the Surety and the Contractor shall have no obligation under this Bond.

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

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



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

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

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

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

#### § 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

None

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

**CONTRACTOR AS PRINCIPAL**

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

Not Applicable

Signature: \_\_\_\_\_

Name and Title: Not Applicable

Address: Not Applicable

**SURETY**

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

Not Applicable

Signature: \_\_\_\_\_

Name and Title: Not Applicable

Address: Not Applicable

**TRAVELERS**

**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Douglas J Rothey** of **LITTLETON, Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

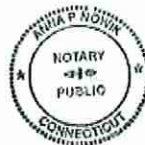
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 9th day of September, 2021



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**CHANGE ORDER****Number 2**

Date: August 25, 2021  
 To: Shaw Construction  
 From: City of Grand Junction, Department of Public Works and Utilities  
 Project: **Grand Junction Suplizio & Stocker Improvements CM/GC**  
 P.O.: **2021-00000**

It is agreed to modify the Contract for the Project as follows:

Added cost of scope for Shaw Construction to Demolish existing Stadium Bleacher Stands for both Suplizio Field (north stands) and Stocker Stadium (west stands) and to purchase and construct new bleacher stands with foundations, underground utilities, and earthwork. New field lighting at Stocker west stands (north and south sides) will replace existing lights in front of stands.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$0.00
Approved Change Orders	25,000.00
This Change Order	<u>4,805,706.00</u>
Revised Contract Amount	\$4,830,706.00

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	<u>0.</u>	
Revised Contract Time	365.	Cal. Days

Construction Start Date: June 3, 2021  
 Contract Completion Date: June 2, 2022

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by:

DocuSigned by:

*Kirsten Armbruster - Project Engineer, City of Grand Junction*

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Kirsten Armbruster, Project Manager

Date: 9/8/2021 | 16:30 MDT

Recommended by:

DocuSigned by:

*Ken Sherbenou - Director of Parks & Recreation, City of Grand Junction*

13B0EAFB22F547B...

Ken Sherbenou, GJ Parks & Rec Director

Date: 9/8/2021 | 16:33 MDT

Recommended by:

DocuSigned by:

*Greg Caton - City Manager - City of Grand Junction*

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Greg Caton, City Manager

Date: 9/8/2021 | 16:35 MDT

Contractor: **Shaw Construction**

Signature:

DocuSigned by:

*Sam Meyer - President, Shaw Construction*

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Sam Meyer - President, Shaw Construction

Date: 9/8/2021 | 14:16 MST

Name and Title:

August 25, 2021

Mr. Ken Sherbenou  
Parks and Recreation Director  
City of Grand Junction  
1340 Gunnison Avenue  
Grand Junction, CO 81501Reference: **Lincoln Park Complex**Subject: **Early Authorization**

Shaw Construction is pleased to provide the amount for Early Authorization above referenced project. The summary of costs compared to the concept cost model is below. We are requesting an Early Authorization amount not to exceed \$4,805,706.

In general, we are tracking within the current budget for the scope of work items included:

## General Scope of Work:

- Demo
- Foundations
- Underground Utilities
- New Bleachers
- New Lightpoles at Stocker West

Early Authorization Budgets			
Lincoln Park Renovations			
	Concept Budget	Early Authorization Budget	Notes
Scope Item A - New Suplizio North Grandstands	\$ 2,872,440	\$ 2,770,466	
- Sitework Support	\$ 160,314	\$ 111,299	
- Demo	\$ 196,230	\$ 395,750	Lead Based Paint Scope Added
- Earthwork	\$ 158,041	\$ 137,763	
- Deep Foundations	\$ 340,323	\$ 302,592	
- Site Utilities	\$ 119,858	\$ 106,470	
- Concrete	\$ 172,604	\$ 221,138	
- Waterproofing and Foundation Insulation	\$ 4,261	\$ 4,546	
- Bleachers	\$ 1,720,809	\$ 1,463,408	
- Allowances	\$ -	\$ 27,500	Weather Protection and Potholing
Scope Item C - New Stoker West Grandstands	\$ 1,905,498	\$ 2,035,238	
- Sitework Support	\$ 105,223	\$ 76,979	
- Demo	\$ 136,072	\$ 291,235	Lead Based Paint Scope Added
- Earthwork	\$ 82,745	\$ 88,134	
- Deep Foundations	\$ 157,786	\$ 142,321	
- Site Utilities	\$ 125,587	\$ 91,679	
- Concrete	\$ 242,367	\$ 278,655	
- Waterproofing and Foundation Insulation	\$ 8,107	\$ 8,648	
- Bleachers	\$ 875,731	\$ 752,657	
- Field Lighting	\$ 171,880	\$ 284,930	New Light Poles Included
- Allowances	\$ -	\$ 20,000	Weather Protection
	\$ 4,777,938	\$ 4,805,704	



**Inclusions:**


- Lead based paint removal per OSHA standards
- Removal of field netting at Suplizio
- Pressbox demo at Suplizio and Stocker
- Structure demo at Suplizio and Stocker
- Bleacher demo at Suplizio and Stocker. Demo contractor to 'own' bleachers for any scrap metal savings and has factored that savings into their proposal
- Asphalt removal at Suplizio under bleacher footprint and outside of bleacher footprint up to 6" depth
- Concrete removal at Stocker withing bleacher footprint up to 6" depth
- Removal of existing bleacher foundations; assumed to be 6' x 6' x 24" thick
- Over-ex and removal of existing grade for 12" depth Class 6 base course under new 4" depth asphalt location outside of new Suplizio grand stands
- Import/export as needed to make grade under new 3" depth asphalt location inside of new Suplizio grand stands
- Over-ex and removal of existing grade for 6" depth Class 6 base course under new 6" depth concrete location inside of new Stocker grand stands
- Excavation and backfill for new pile caps
- 24" over-excavation at building foundations with structural backfill
- 4" layer of ¾" crushed rock under building Slab on Grades
- Pile caps as shown
- Building mat slabs as shown
- Home plate backstop wall as shown
- 4" concrete paving at home plate backstop location
- 4" SDR35 sewer piping, 4" cleanouts, and tie-in at existing manhole at Stocker
- 2" PureCore water piping at Stocker
- 6" SDR35 storm piping, nyloplast drains, trench drain as shown at Suplizio
- Damproofing and 2" rigid insulation at perimeter of building mat slabs
- 10 mil steggowrap vapor barrier at building mat slab
- Six screw piles with pile cap per each new field light pole (2 total)
- Screw piles included with a bid depth of 45'
- Removal of four existing field light poles on the west side of stocker; foundations to remain
- Two new field lighting poles installed adjacent to new Stocker grand stands – one to the north and one to the south
  - Re-use of existing Metal Halide lamps from the four existing light poles
  - New additional Metal Halide lamps as needed to maintain current light levels

**Exclusions:**

- Permit Fees
- Concrete / asphalt flatwork at Suplizio
- Any modifications / upgrades to existing primary electrical, low voltage, gas utilities
- Soil stabilization
- Removal and disposal of any hazardous material not unsuitable soils that may be found during construction
- Removal and disposal of any underground obstacles that may be found during construction that are not shown on the drawings
- Restrained joints for utility piping
- Water or sewer piping at Suplizio
- Storm piping at Stocker
- Dewatering
- Rock excavation
- Permanent dewatering systems

- 3<sup>rd</sup> party soils testing and inspections
- Utility tap / connection fees
- Irrigation systems
- Special drill bits for screw piles
- Add services from the design team for foundation design/coordination of new foundations for two new field lightpole foundations at stocker
- Any scope at northwest and southwest plazas

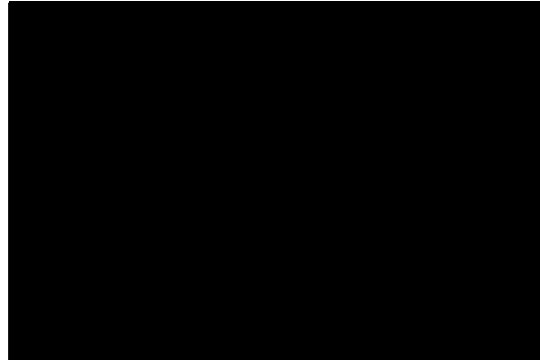
The following table represents subcontractors solicited for bid for this early authorization package:

		GJLP - Early Authorization Bid Summary			
Bid Summary Details					
SECTION	ITEM	SUB NAME	SUB NAME	SUB NAME	ANTICIPATED AWARD
02000	Demolition	Pioneer	Norcon	PSI	Pioneer
02200	Deep Foundations	K-LA	Alpine	Site Safe	K-LA
02300	Earthwork / Utilities	CW	Skyline	K&D	CW
03000	Concrete	CUC	Burner	Mays	CUC
13000	Bleachers	SturdiSteel	Southern	BROC	SturdiSteel
16000	Field Lighting	MUSCO			MUSCO



**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
*DD Early Authorization*

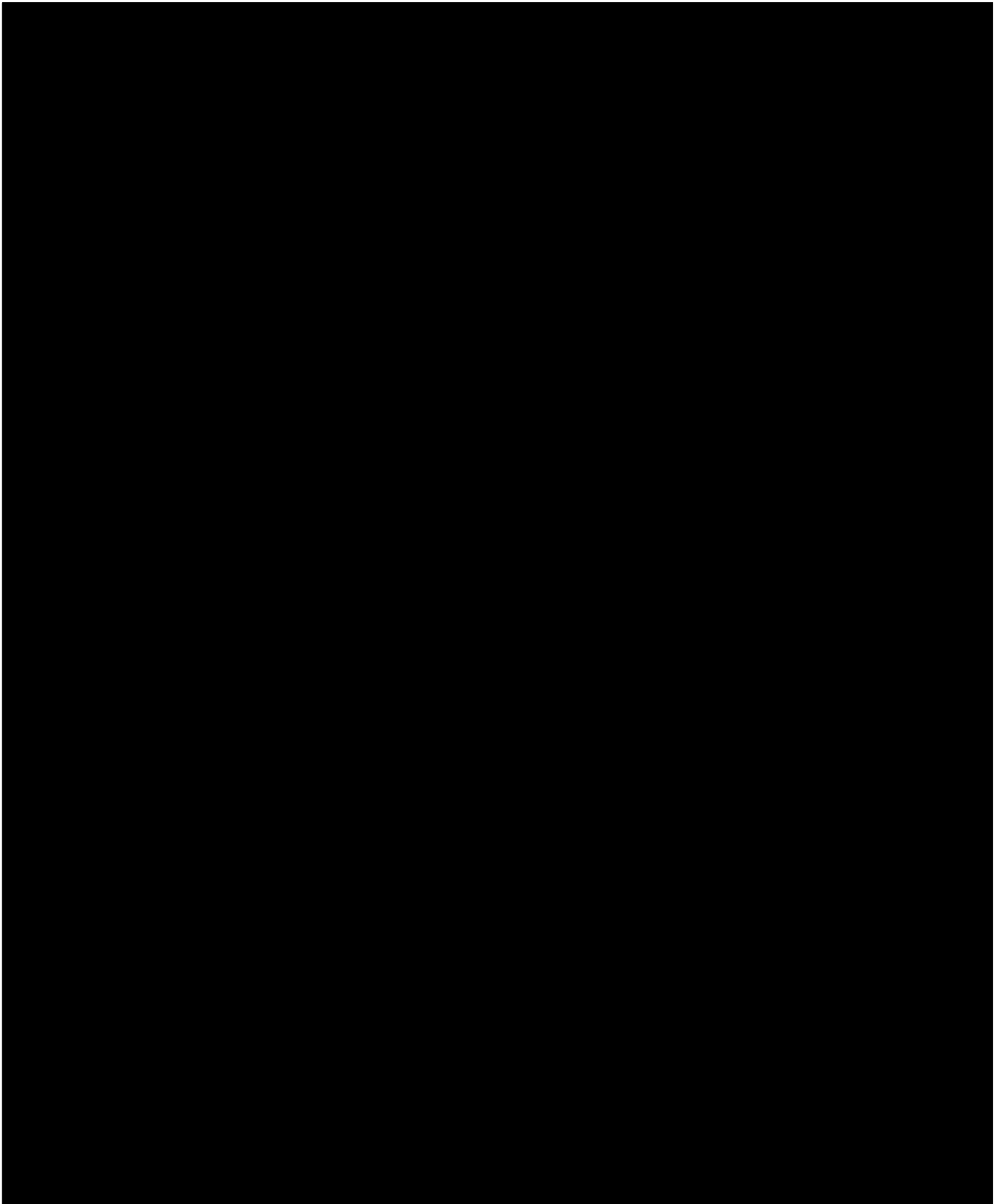
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**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
*DD Early Authorization*

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**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
*DD Early Authorization*

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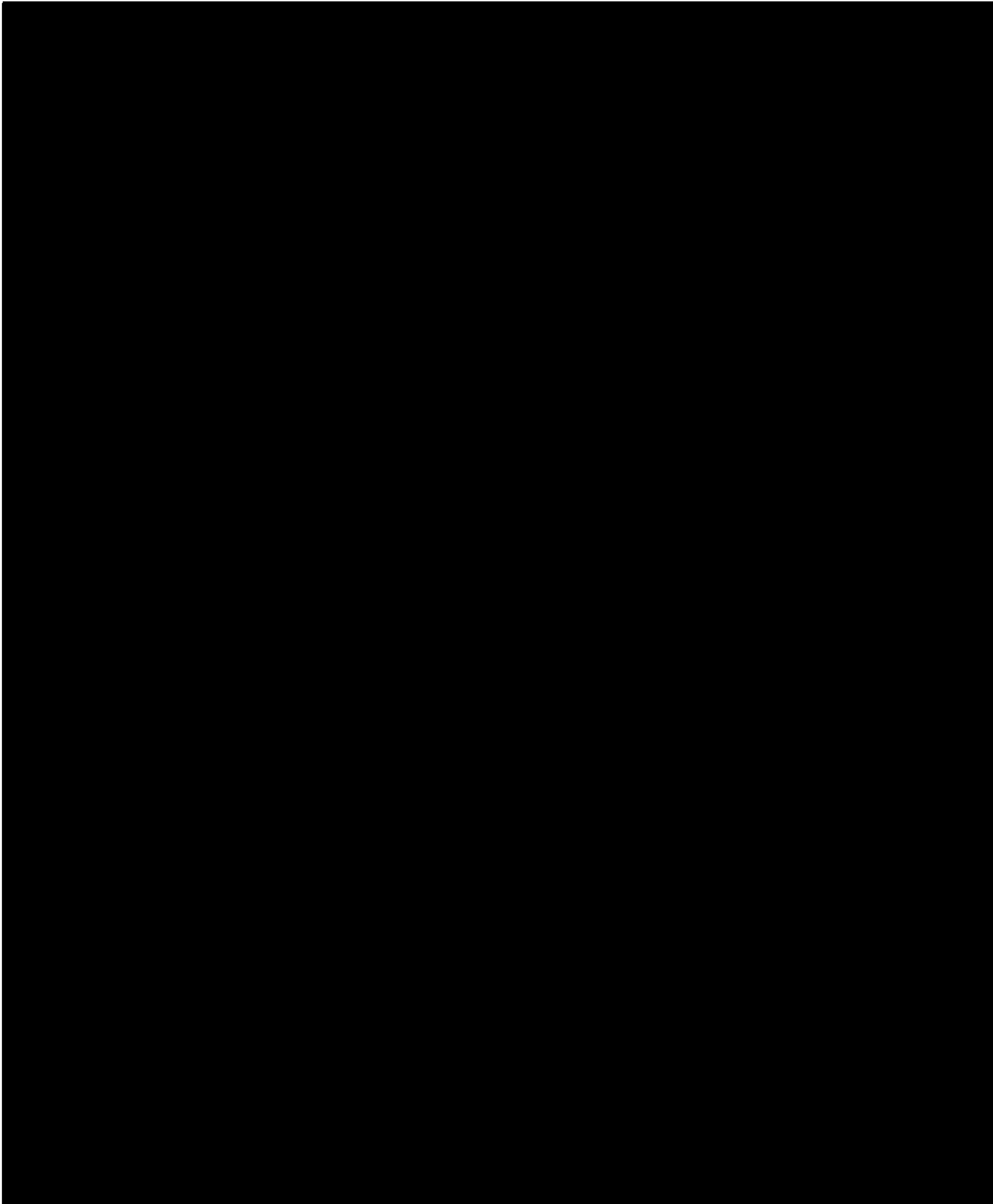






**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
*DD Early Authorization*

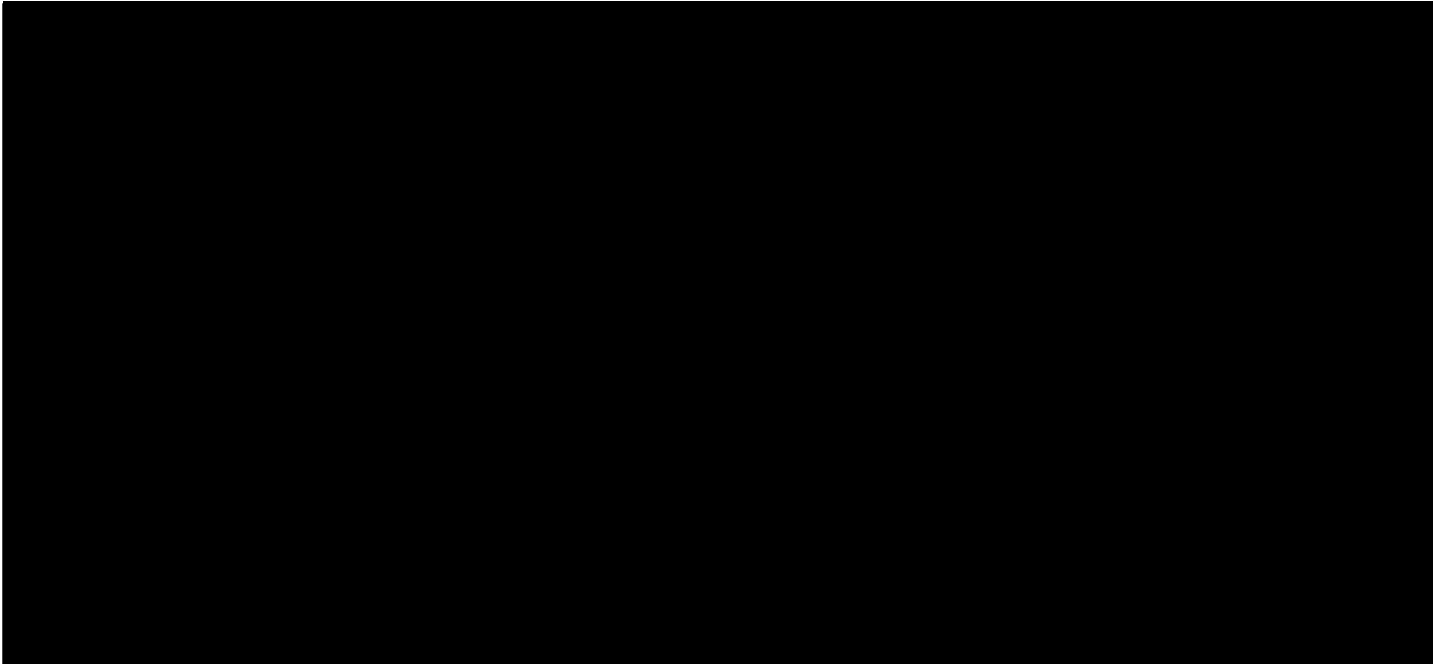
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**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
*DD Early Authorization*

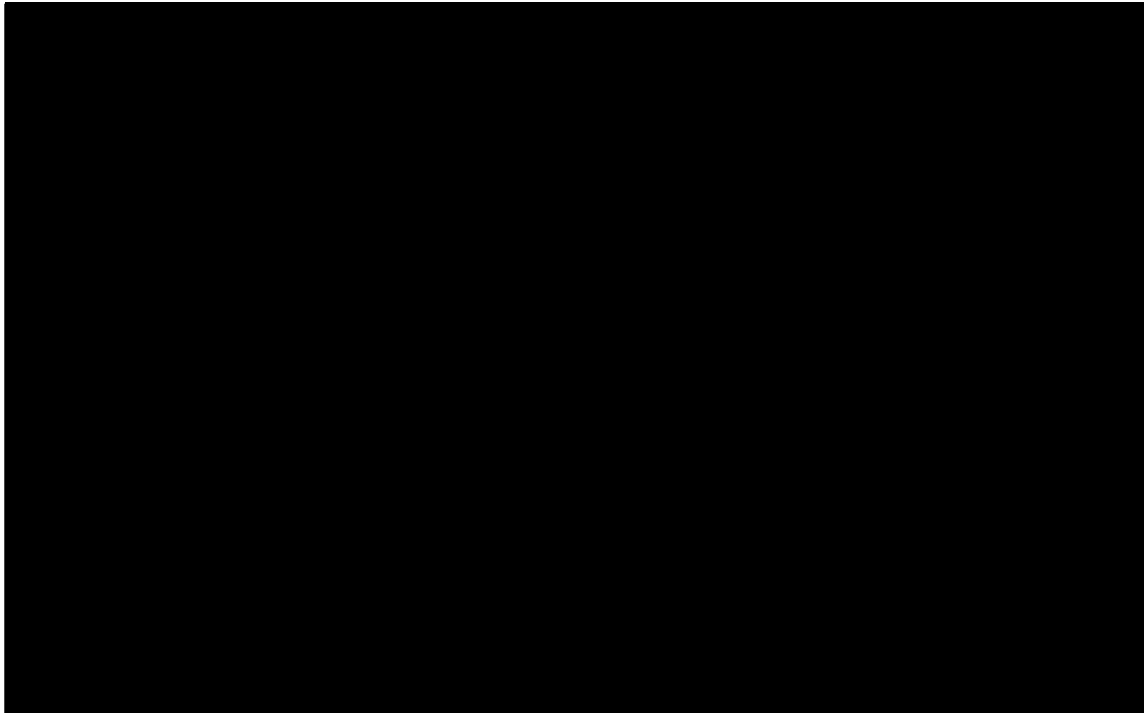
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**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
*DD Early Authorization*

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LINCOLN PARK COMPLEX  
City of Grand Junction  
LED Field Lighting

Project name  
GJLP - Outfield  
Grand Junction  
CO

Labor rate table  
1

Report format  
Sorted by 'Location/Phase'  
'Detail' summary  
Print sort level notes



LINCOLN PARK COMPLEX  
City of Grand Junction  
LED Field Lighting

Location	Phase	Item	Description	Takeoff Quantity	Labor Price	Labor Amount	Material Price	Material Amount	Sub Price	Sub Amount	Total Cost/Unit	Total Amount	Location	Previous Budget/Notes
Stoker														
	002050		SITEWORK SUPPORT											
		001	Site Work Support - Dumpsters, Street Cleaning, Barricades, etc.	4.00 mo	-	-	-	-	3,000.00 /mo	12,000	3,000.00 /mo	12,000	Stoker	
			SITEWORK SUPPORT							12,000	/sf	12,000		
	016520		EXTERIOR LIGHT FIXTURES											
		001	Ext. Light Fixture Replacement - West Side	1.00 ls	-	-	-	-	269,487.00 /ls	269,487	269,487.00 /ls	269,487	Stoker	Musco
		001	Ext. Light Fixture Replacement - East Side	1.00 ls	-	-	-	-	84,148.00 /ls	84,148	84,148.00 /ls	84,148	Stoker	Musco
		001	Screw piles	12.00 ea	-	-	-	-	2,250.00 /ea	27,000	2,250.00 /ea	27,000	Stoker	
		001	Pile Cap	12.00 cy	-	-	-	-	650.00 /cy	7,800	650.00 /cy	7,800	Stoker	
		001	Excavate / Backfill	2.00 ea	-	-	-	-	5,000.00 /ea	10,000	5,000.00 /ea	10,000	Stoker	
			EXTERIOR LIGHT FIXTURES							398,435	/sf	398,435		
			Stoker							410,435		410,435		
Suplizio														
	002050		SITEWORK SUPPORT											
		001	Site Work Support - Dumpsters, Street Cleaning, Barricades, etc.	4.00 mo	-	-	-	-	3,000.00 /mo	12,000	3,000.00 /mo	12,000	Suplizio	
			SITEWORK SUPPORT							12,000	/sf	12,000		
	016520		EXTERIOR LIGHT FIXTURES											
		001	Ext. Light Fixture Replacement	1.00 ls	-	-	-	-	526,058.00 /ls	526,058	526,058.00 /ls	526,058	Suplizio	Musco
			EXTERIOR LIGHT FIXTURES							526,058	/sf	526,058		
			Suplizio							538,058		538,058		

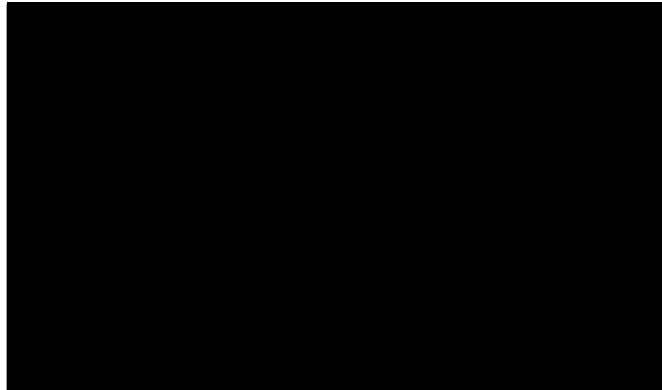
Estimate Totals

Description	Amount	Totals	Rate
	948,493	948,493	
Shaw Addons	94,849		10.000 %
	94,849	1,043,342	
Contingency	41,734		4.000 %
Total		1,085,076	



**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
**4" Outfield Replacement**

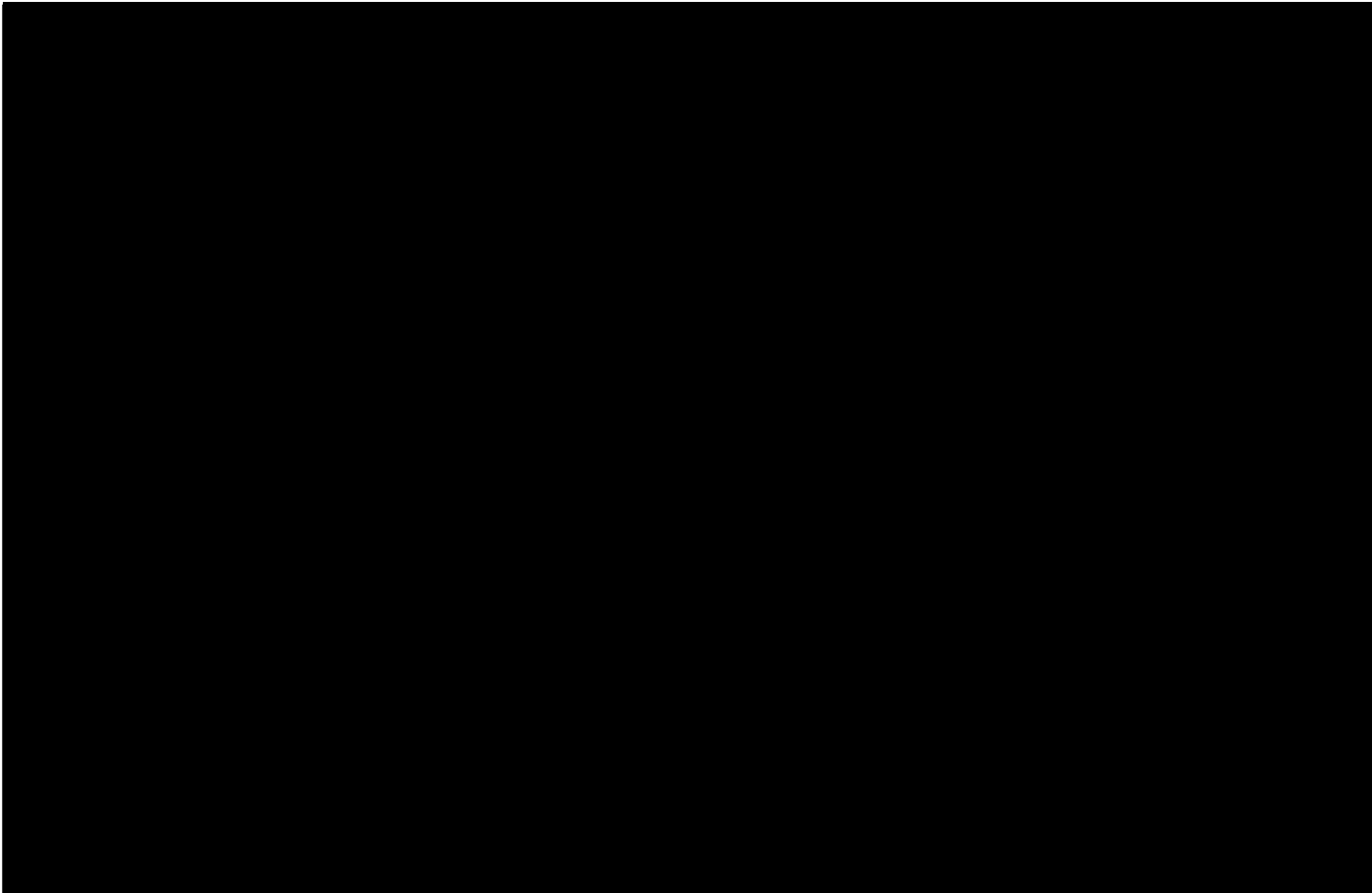
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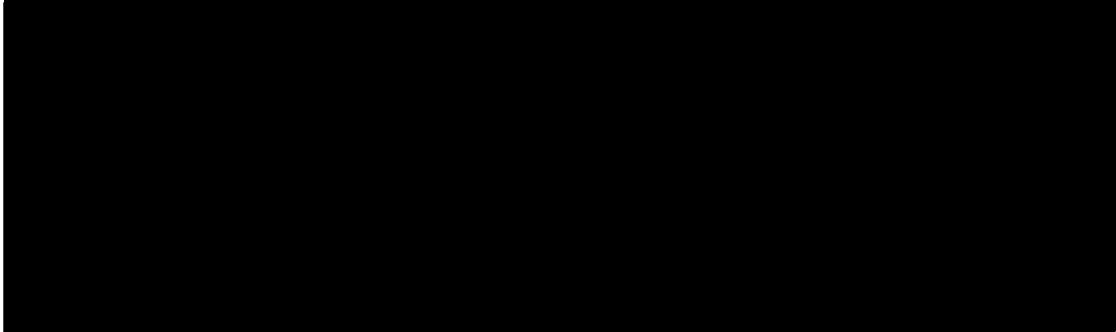
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*City of Grand Junction*  
**4" Outfield Replacement**





**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
**4" Outfield Replacement**

*Page 3*  
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**CHANGE ORDER****Number 3**

Date: November 8, 2021  
 To: Shaw Construction  
 From: City of Grand Junction, Department of Public Works and Utilities  
 Project: **Grand Junction Suplizio & Stocker Improvements CM/GC**  
 P.O.: **2021-00000394**

It is agreed to modify the Contract for the Project as follows:

Added cost of remaining scope for Shaw Construction to complete the elements identified in the Construction Documents dated 10/1/2021 and addendum #1 dated 10/19/2021 including concrete paving under Suplizio Field, north and south plazas at west Stocker Stadium, new fencing around Stocker, AV and IT improvements at both stadia, and utility upgrades at the northwest corner of Stocker Stadium.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$0.00
Approved Change Orders	4,830,706.00
This Change Order	4,495,479.00
Revised Contract Amount	<u>\$9,326,185.00</u>

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	<u>365.</u>	Cal. Days

Construction Start Date: June 3, 2021  
 Contract Completion Date: June 2, 2022

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by:

DocuSigned by:

*Kirsten Armbruster - Project Engineer, City of Grand Junction*

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Kirsten Armbruster, Project Manager

Date: 11/30/2021

Recommended by:

DocuSigned by:

*Ken Sherbenou - Director of Parks & Recreation, City of Grand Junction*

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Ken Sherbenou, GJ Parks & Rec Director

Date: 11/30/2021

Recommended by:

DocuSigned by:

*Greg Caton - City Manager - City of Grand Junction*

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Greg Caton, City Manager

Date: 11/30/2021

Contractor:

**Shaw Construction**

Signature:

DocuSigned by:

*Sam Meyer - President, Shaw Construction*

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Sam Meyer - President, Shaw Construction

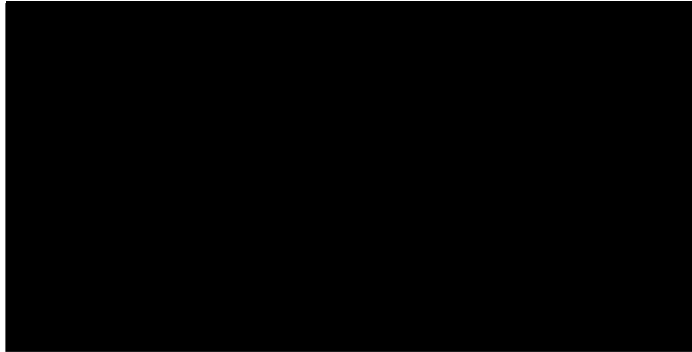
Date: 11/30/2021

Name and Title:



**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
**GMP Budget - 11-09-2021**

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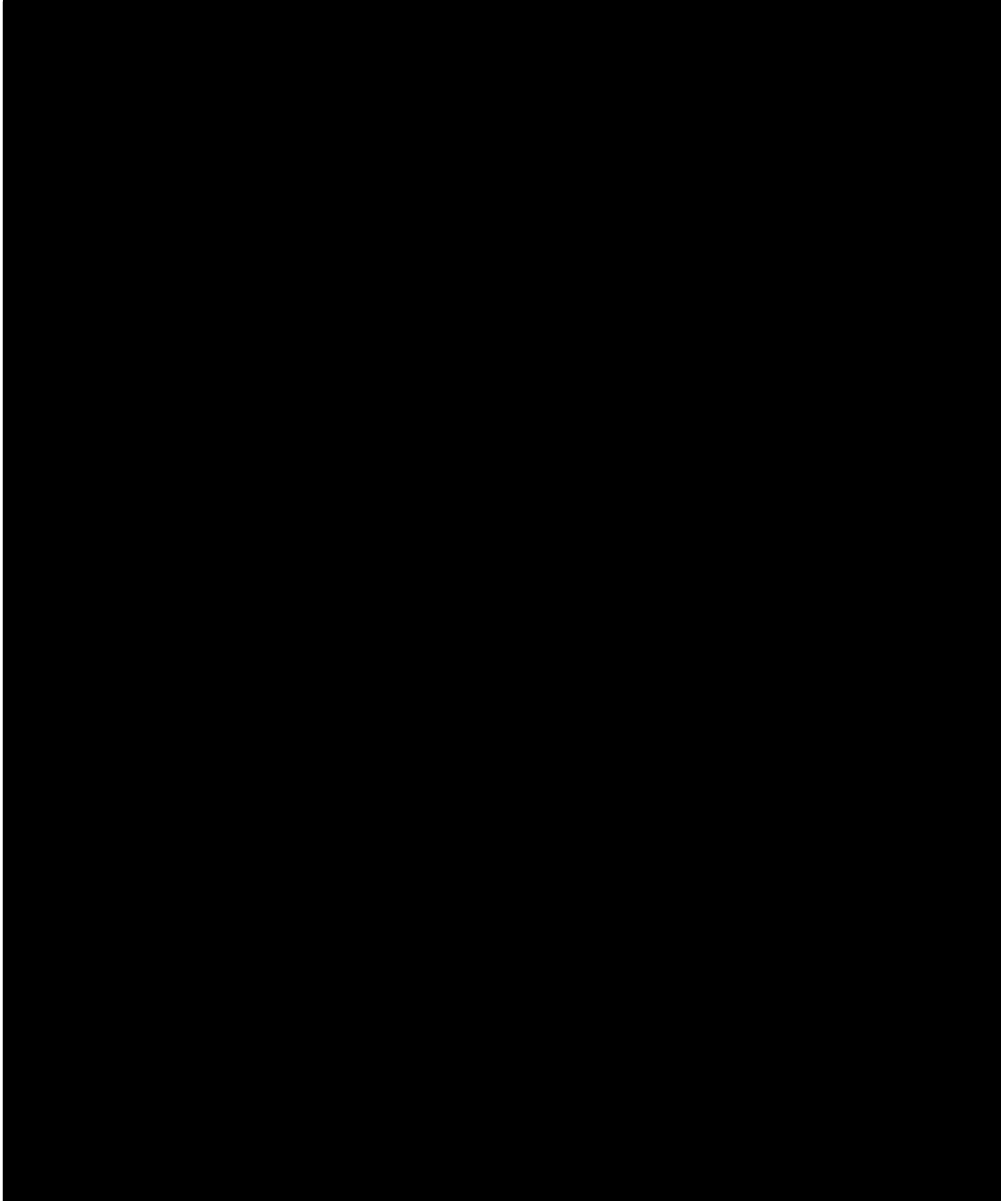






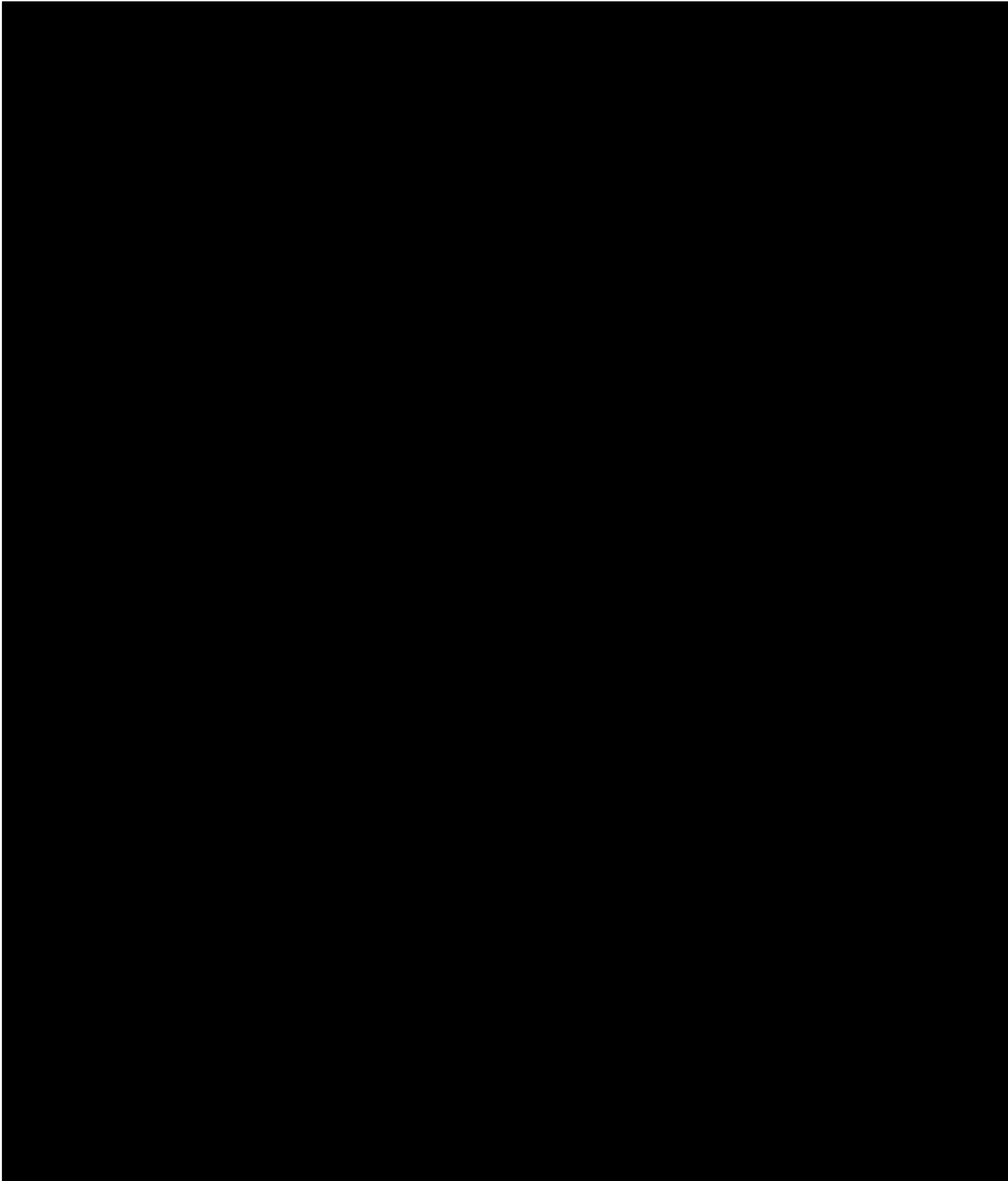
**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
**GMP Budget - 11-09-2021**

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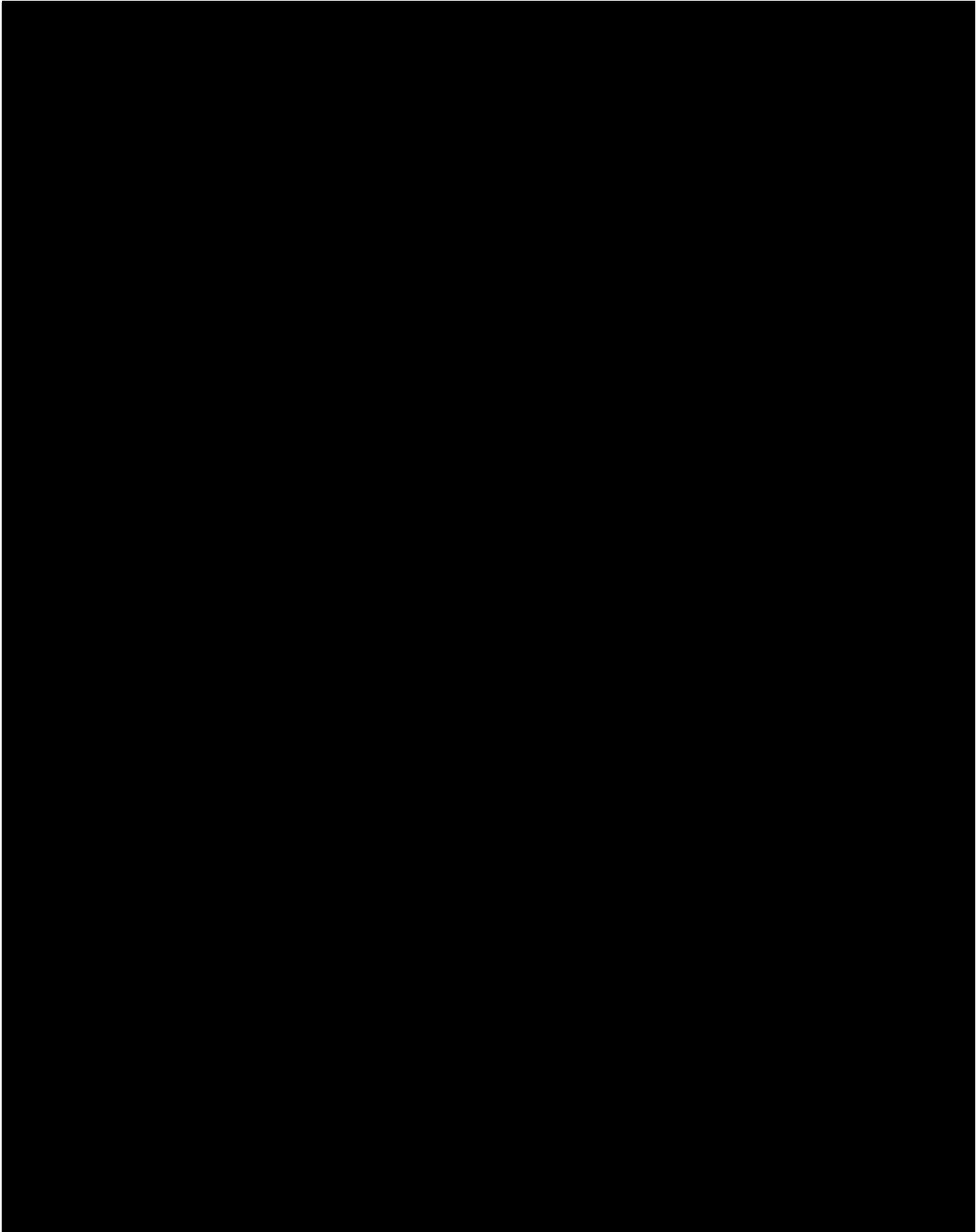
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*City of Grand Junction*  
**GMP Budget - 11-09-2021**





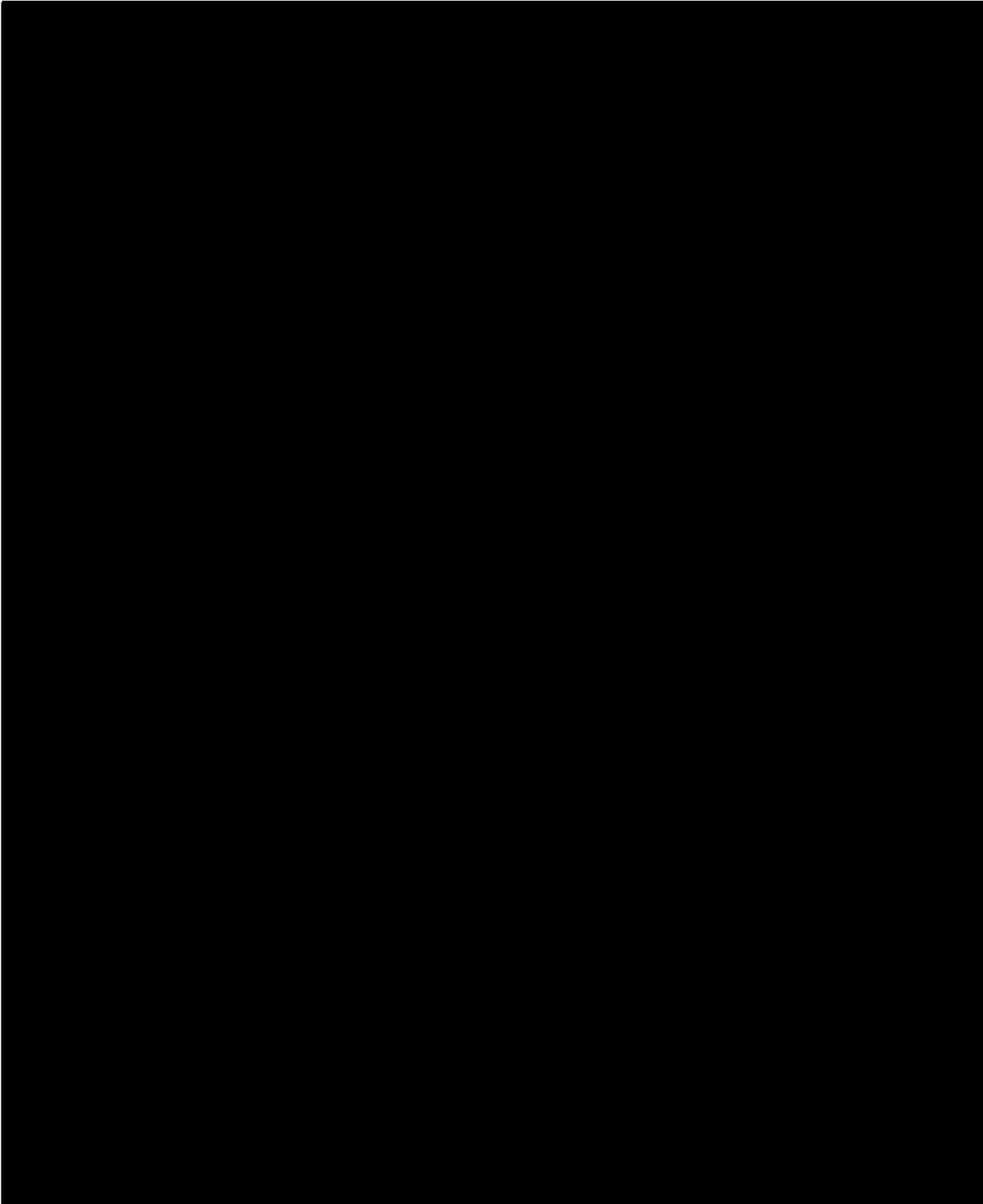
**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
**GMP Budget - 11-09-2021**

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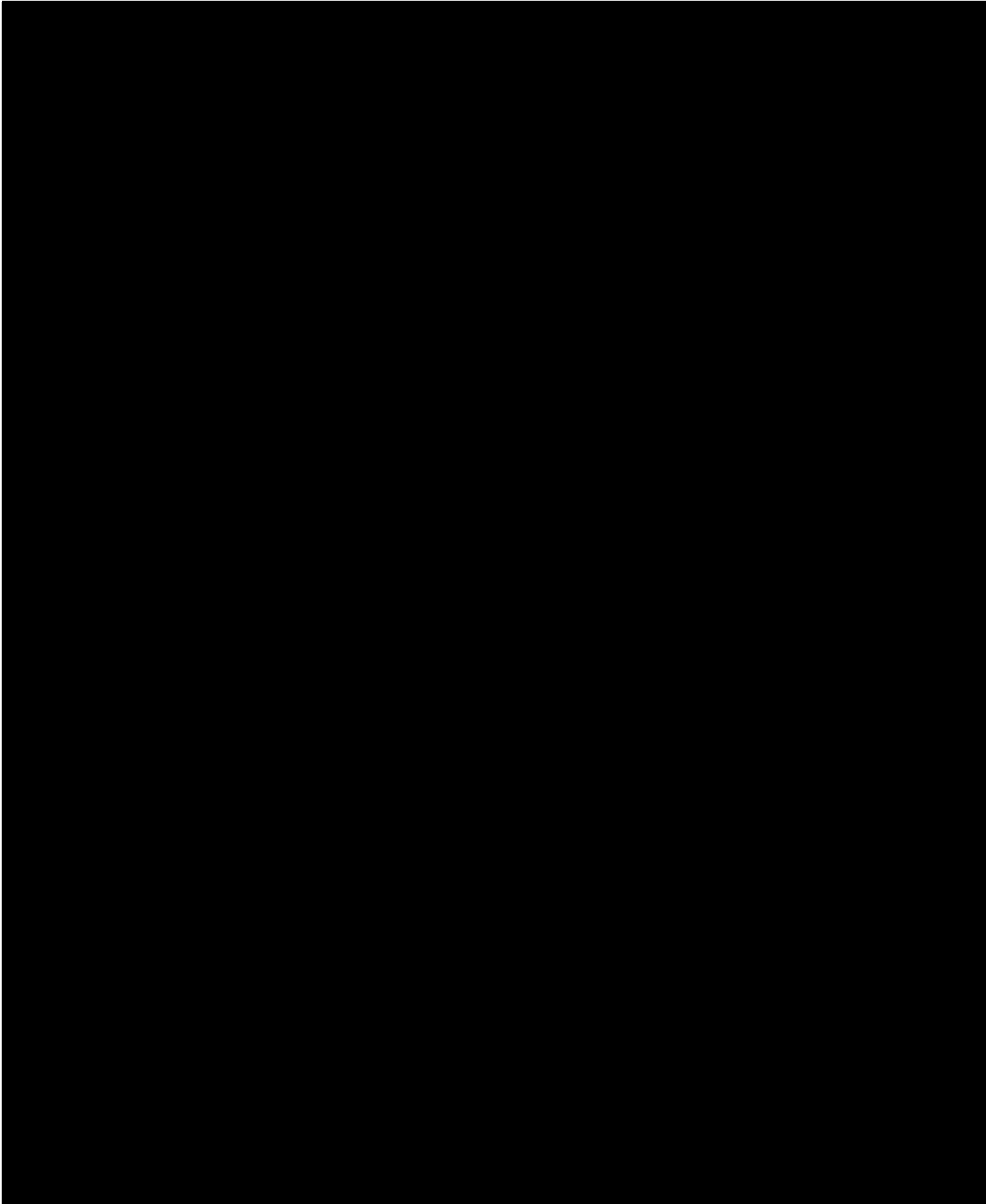
**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
**GMP Budget - 11-09-2021**







**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
**GMP Budget - 11-09-2021**





**LINCOLN PARK COMPLEX**  
*City of Grand Junction*  
**GMP Budget - 11-09-2021**

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November 9<sup>th</sup>, 2021

Mr. Ken Sherbenou  
Parks and Recreation Director  
City of Grand Junction  
1340 Gunnison Avenue  
Grand Junction, CO 81501

Reference: **Lincoln Park Complex**

Subject: **CD / GMP Budget Update**

Shaw Construction is pleased to provide the CD Budget Update for the above referenced project.

All work shall be complete pursuant to the CD documents and Addendum #1 unless clarified or noted below:

## **Division 2 – Earthwork, Utilities, Landscape, Deep Foundations**

### Includes

- Lead based paint removal at existing grandstands per GRE Report and OSHA standards
- Removal of field netting with new netting only at Suplizio, poles to remain in place
- Pressbox and building demolition (including foundations) at Suplizio and Stocker as shown
- Bleacher demo at Suplizio and Stocker. Demo contractor to 'own' bleachers for any scrap metal savings and has factored that savings into their proposal
- Asphalt removal at Suplizio under bleacher footprint and outside of bleacher footprint up to 6" depth per hatched area on A01-01
- Concrete and asphalt removal at Stocker within bleacher footprint up to 6" depth per hatched area on A01-01
- Removal of existing bleacher foundations; assumed to be 6' x 6' x 24" thick
- Screw piles included with a bid depth of 45' plus an additional 10' overage and custom teeth bits. Additional lengths of pile will result in a change order.
- Over-ex and removal of existing grade for concrete locations at Suplizio per detail 3 on CD3.0
- Excavation and backfill for new pile caps
- 24" over-excavation at building foundations with structural backfill
- 4" layer of ¾" crushed rock under building Slab on Grades
- Storm and sewer piping as shown
- PureCore water piping at Stocker and Suplizio
- 6' tall 3-rail Ameristar Echelon II Majestic Aluminum Fence
- 10' tall black chainlink fence at storage areas with Sch. 40 posts and 9-gauge wire
- 3' tall chainlink fence at plazas along track with Sch. 40 post and 9-gauge wire

### Excludes

- Demo and Replacement of Main Entrance Box Office
- Removal of any existing deep foundations
- Galvanizing of screw piles; thicker pipe wall included to account for corrosion
- Any Asphalt
- Any modifications / upgrades to existing primary electrical, low voltage, gas utilities, wet utilities
- Soil stabilization
- Removal and disposal of any hazardous material not unsuitable soils that may be found during construction
- Removal and disposal of any underground obstacles that may be found during construction that are not shown on the drawings

- Restrained joints for utility piping
- Outfield turf replacement and associated storm piping at right outfield / main entrance
- Underground copper utility piping
- Foundation drains
- Tree grates / frames
- Pervious nor non pervious pavers
- Rock excavation
- Permanent dewatering systems
- 3<sup>rd</sup> party soils testing and inspections
- Utility tap / connection fees
- Screw piles for brick columns
- Site furnishings – benches, tables, chairs, trash/recycling receptacles, dog stations, etc.
- Site snowmelt
- Electrical transformers, electrical meter, nor gas meters
- Temporary utility fees; paid by Owner

**Division 3 - Concrete**Includes

- Pile caps as shown
- Building mat slabs as shown
- Home plate backstop wall and flatwork under bleachers as shown
- Colored concrete at plazas only where indicated

Excludes

- Stamped, exposed aggregate, nor stained concrete
- Concrete polishing

**Division 4 - Masonry**Includes

- 8" smooth CMU block for storage room and vender room at Suplizio
- 8" smooth CMU block for restroom buildings at Stocker
- 4" smooth CMU block for plumbing chases
- Brick veneer and precast caps for 2' wide and 4' wide columns at plazas and Stocker
- Brick and CMU Veneer at new buildings where indicated

Excludes

- Expansion joint covers
- Split faced nor honed block

**Division 5 – Metals**Includes

- Miscellaneous metals such as loose lintels, connection plate and anchor bolts, countertop supports

Excludes

- Roof access ladders
- Handrail / guardrail
- Structural metal decking

**Division 6 – Woods and Plastics**

**Includes**

- Roof framing in dimensional lumber, TJI's, hardware, and sheathing at new structures as shown

**Excludes**

- Rough framing materials for any walls
- Countertops at restrooms
- Any cabinetry nor millwork
- FRP wall paneling

**Division 7 – Thermal and Moisture Protection****Includes**

- GMX Damproofing and 2" rigid insulation at perimeter of building mat slabs
- 2" rigid insulation at exterior of CMU walls at conditioned buildings
- 10 mil steggowrap vapor barrier at building mat slabs
- Fluid applied air barrier at exterior of perimeter CMU walls for new buildings
- 60 mil TPO Rhinobond membrane roofing
  - 2 layers of 20 psi 2.2" polyiso loose laid
  - 1 layer ½" DensDeck mechanically fastened
  - 24 gauge pre-finished sheet metal flashings
  - 24 gauge pre-finished coping, gutters, and downspouts
  - 15 year manufacturer NDL warranty

**Excludes**

- Damproofing at pier caps / pedestals
- Hot applied waterproofing
- Batt insulation
- Standing seam metal roofing nor corrugated metal roofing
- Ballasted roofs
- Spray insulation
- Insulation within roof cavity of conditioned buildings
- Any and all fireproofing

**Division 8 – Door and Windows****Includes**

- Hollow metal doors and frames where indicated
- 8' x 7'-4" Insulated coiling door at storage building with black powder coated steel components and primed for paint hood
- 10' x 4'-6" Coiling door at soft goods building with black powder coated steel components and primed for paint hood

**Excludes**

- Access control
- Automatic operators
- Windows of any type
- Wood doors
- Stainless steel components for overhead / coiling doors

**Division 9 – Finishes**



**Includes**

- Latex paint at Suplizio structures, epoxy paint at Stocker structures
- Clear coat sealer at concrete floors
- ACT ceilings in new structures

**Excludes**

- Metal studs nor drywall
- Any flooring such as carpet, LVT, tile
- Wall tile
- Painting of piping, ductwork, nor equipment
- Moisture mitigation coatings/sealants/admixtures
- Painting of interior ceilings

**Division 10 – Specialties****Includes**

- Plastic laminate toilet partitions with toilet paper holders and coat hooks
- Plastic laminate urinal partitions
- Grab bars where indicated
- Two total shade structures as indicated at NW plaza only

**Excludes**

- Recessed specialties
- Fire extinguishers

**Division 11 – Equipment****Includes**

- 100 lineal feet of backstop wall padding
- Owner to remove and reinstall any existing wall padding as needed

**Division 13 – Special Construction****Includes**

- 16/22 row x 422 feet galvanized steel I beam grandstand at Suplizio
  - Aluminum (2x12) clear anodized seat boards
  - Aluminum clear anodized footboards located on each row, Interlocking NTB closed deck system
  - Aluminum powder coated risers at each row
  - **Galvanized** steel stringers, columns, bracing and guardrail posts
  - Aluminum clear anodized vertical picket rail guardrail system
  - ADA exit ramp, exit stairs, vomitory exits per A11-12
  - VIP stadium chairs (Hussy Legend) 22" at section 1 through 4
  - W/C seat spaces to meet ADA requirements
  - Aisles with mid-rails or handrails per A11-12
  - Seat numbers at chairs and aluminum planks
  - 15" rise with 33" tread spacing with mid-steps
  - Secondary gutter system throughout grandstand
- 18 row x 213 feet galvanized steel I beam grandstand at Stocker
  - Aluminum (2x12) clear anodized seat boards
  - Aluminum clear anodized footboards located on each row, Interlocking NTB closed deck system
  - Aluminum powder coated risers at each row

- Aluminum riser board front skirt (clear anodized finish) to be located below front walkway and ADA exit ramp (field side only)
- **Galvanized** steel stringers, columns, bracing and guardrail posts
- Aluminum clear anodized vertical picket rail guardrail system
- ADA exit ramp, exit stairs, vomitory exits per A11-21
- W/C seat spaces to meet ADA requirements
- Aisles with mid-rails or handrails per A11-21
- Seat numbers for aluminum planks
- 14" rise with 33" tread spacing with mid-steps
- Secondary gutter system through grandstand
- Moment frames in lieu of any cross bracing

**Excludes**

- Litter shields at bleachers
- Outfield Removal / Replacement
- Parking lot resealing / restriping
- Field / finish painting of bleacher structure
- Shade sails and associated foundations

**Division 15 – Mechanical****Includes**

- Alternate equipment manufacturer other than listed on mechanical schedules as allowed per specifications, Daikin
- Louvers, balance dampers, motorized dampers, grills, and diffusers
- Test and balance
- Standalone controls
- L copper domestic water pipe
- PVC drains and vents below grade
- Cast iron drains and vents above grade
- Fixtures as shown
- Insulation for domestic hot and cold-water pipe

**Excludes**

- Fire sprinkler systems
- Gas piping and meters
- Trane equipment
- HVAC control tie-in to campus BAS
- Heat trace and insulation for washdown system

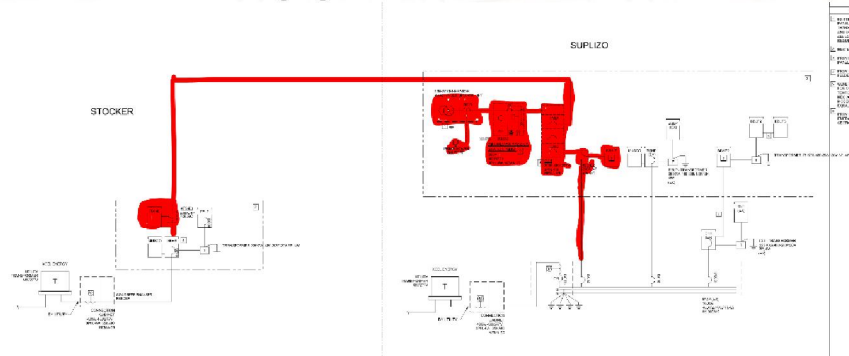
**Division 16 – Electrical and Low Voltage****Includes**

- Removal of four existing field light poles on the west side of stocker; foundations to remain
- Two new field lighting poles installed adjacent to new Stocker grandstands – one to the north and one to the south
  - Re-use of existing Metal Halide lamps from the four existing light poles
  - New additional Metal Halide lamps as needed to maintain current light levels
- Fire alarm as shown
- Structured cabling as shown on T10-10 and T12-00 with 6 strand single mode OSP fiber optic and Cat 6 cable
- New speakers at Suplizio (11 total) and Stocker bleachers (4 total)
- New speakers at right field (3 total), scoreboard (1 total), north endzone (2 total), and south endzone (2 total)

- New mic, headphone, and touch screen controller in baseball announcer's booth
- New mic, headphone, and touch screen controller in football announcer's booth
- Dante interface at Baseball and Football
- New amplifiers, digital display, analog input, processors in main tower
- New amplifiers and other equipment in storage room at Suplizio
- New amplifiers and other equipment in A/V room at Stocker
- Touch screen controller in storage room at Suplizio
- Touch screen controller in Hospitality in main tower

**Excludes**

- Equipment and associated work as highlighted in RED below



- Lightning protection systems
- Scoreboard
- Baseball and Football field lighting other than included above
- Salvage of existing speakers or any equipment being replaced

**Division 18 – Allowances****Includes**

- Weather conditions - \$40,000
  - Thaw machines and fuel, concrete add mixtures, snow blankets, masonry tenting, snow removal, etc.
- Potholing - \$7,500
- Removal / Relocation of any Underground Utilities not Shown - \$20,000
- North Ave Parking Lot Restoration - \$15,000
  - Repair due to any damage while crane is onsite to set bleachers
  - Crack repair as needed
  - Does not account for any milling or full depth replacement
- Irrigation and Miscellaneous Landscape Repair - \$30,000
  - Turf patchback and irrigation repair at Stocker due to any trench and backfill for electrical feeds and foundation excavation
- Reconfigure Warning Track and Bullpen at Homeplate / Left Field - \$75,000
  - Bullpen reconfiguration
  - Warning track repair behind home plate and along 3<sup>rd</sup> base line
- Banners at Stocker Bleachers - \$20,000
  - Six graphic banners as shown and any bleacher modifications needed
- Brick Pilaster Foundations - \$61,500
  - Excavation, concrete/rebar, and backfill for 41 total locations
- Unsuitable Soils Removal, Dewatering, and Import Fill at Suplizio - \$175,000
- Unsuitable Soils Removal, Dewatering, and Import Fill at Stocker - \$100,000
- Trash Enclosure - \$15,000

- Accounts for grading, asphalt flatwork, galvanized chain-link fence, and one double fence gate
- Traffic Control - \$40,000
  - Permits, flagman, pedestrian/vehicle barriers, signage, etc.
- Abandon Water Line Under Stocker - \$15,000
  - Grout filling assumed existing 4" under Stocker track and football field
  - Excavation/backfill and piping modifications on East side of track to vent line to grout fill



## INCREASE RIDER

Attached to and forming a part of Bond No. 107500684

ISSUED BY: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

ON BEHALF OF: SHAW CONSTRUCTION LLC

IN FAVOR OF: CITY OF GRAND JUNCTION, COLORADO

DATE OF CONTRACT: JUNE 3, 2021

FOR: RENOVATIONS OF STOCKER STADIUM & SUPLIZIO FIELD CM/GC RFP-4865-21-DH, INCLUDING CHANGE ORDER NUMBER 2, P.O.: 2021-00000

The Contractor's Performance and Payment Bond, dated September 9, 2021, executed by SHAW CONSTRUCTION LLC, hereinafter called the "Contractor," as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, as Surety, in connection with the construction contract between the Contractor and CITY OF GRAND JUNCTION, COLORADO, hereinafter called the "Owner," as Obligor, in the amount of \$4,830,706.00.

It is hereby understood and agreed that the sum of the Contractor's Performance Bond is hereby increased from \$4,830,706.00 to \$9,326,185.00 and the sum of the Contractor's Payment Bond is hereby increased from \$4,830,706.00 to \$9,326,185.00, per Change Order Number 3, dated November 8, 2021.

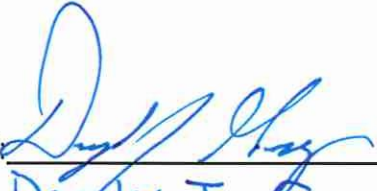
Except as herein specifically modified, the terms, conditions and limitations of said bonds shall continue unchanged.

Signed, Sealed and Dated this 22nd day of November, 2021.

WITNESS:

SHAW CONSTRUCTION LLC  
By: Shaw Services Company, Manager

BY: \_\_\_\_\_

BY:   
Douglas J. Grogan V.P.

TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA

BY:   
Douglas J. Rothery, Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Douglas J Rothey** of **LITTLETON, Colorado**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of November, 2021.



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**CHANGE ORDER****Number 5**

Date: February 23, 2022  
 To: Shaw Construction  
 From: City of Grand Junction, Department of Public Works and Utilities  
 Project: **Grand Junction Suplizio & Stocker Improvements CM/GC**  
 P.O.: **2021-00000394**  
 Contract No.: **RFP-4865-21-DH**

It is agreed to modify the Contract for the Project as follows:

Added cost of LED Sports Lighting for Upgrades at both Suplizio Field and Stocker Stadium, including Lights, Emergency Power and Electrical installation. The City is aware of extended lead times on the procurement of the Generator for Emergency Power (approximately 48 to 52 weeks from order placement by Shaw). Liquidated Damages will not apply to the additional time for Generator delivery to the site. Expected time of complete installation of the Generator for full operation is March 1, 2023.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$0.00
Approved Change Orders	12,472,357.00
This Change Order	1,199,863.34
Revised Contract Amount	<u>\$13,672,220.34</u>

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	90.	
This Change Order	<u>0.</u>	
Revised Contract Time	455.	Cal. Days

Construction Start Date: June 3, 2021  
 Contract Completion Date: August 31, 2022

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by:

DocuSigned by:

*Kirsten Armbruster - Project Engineer, City of Grand Junction*

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**Kirsten Armbruster, Project Manager**

Date: 2/24/2022

Recommended by:

DocuSigned by:

*Ken Sherbenou - Director of Parks & Recreation, City of Grand Junction*

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**Ken Sherbenou, GJ Parks & Rec Director**

Date: 2/24/2022

Recommended by:

DocuSigned by:

*Greg Caton - City Manager - City of Grand Junction*

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**Greg Caton, City Manager**

Date: 2/24/2022

Contractor:

**Shaw Construction**

Signature:

DocuSigned by:

*Sam Meyer - President, Shaw Construction*

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**Sam Meyer - President, Shaw Construction**

Date: 2/24/2022

Name and Title:





# Pending Change Order

## No. 001

GJLP Stadium Improvements  
910 N. 12th Street  
Grand Junction, CO 81501

Project No: 10154-

### PCO No. 001 LED Lighting with EM Power Upgrade

Date Sent: 1/20/2022

#### Transmitted To:

Ken Sherbenou,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

#### From:

Joe Farstad, Project Manager  
Shaw Construction LLC  
Tel: 970-248-2645  
Fax:  
Email: joefarstad@shawconstruction.net

#### Description of Proposal:

Upgrade all field lighting to LED fixtures.

#### Cost Summary for Item : 1 Musco - Stadium LED Lighting w/ EM Power Upgrade

Phase	Description	Quantity	Unit Price	Amount
016522- -	Field Lighting	1 LS	1,176,500.00	1,176,500.00
<b>Net Total for Item 1:</b>				<b>\$1,176,500.00</b>

Description	Percentage	Amount
Liability Insurance	0.75%	8,823.75
Performance Bond	0.75%	8,823.75
Builders Risk	0.07%	823.55
Profit	3.95%	47,201.36
<b>Subtotal:</b>		<b>\$65,672.41</b>

**Total Item #1: \$1,242,172.41**

**Time Extension: NONE**

#### Cost Summary for Item : 2 Asphalt Specialists - Electrical Trench Asphalt Patch-Back

Phase	Description	Quantity	Unit Price	Amount
002740- -001	Asphalt Paving - Patch-Back	1 LS	1,800.00	1,800.00
<b>Net Total for Item 2:</b>				<b>\$1,800.00</b>

Description	Percentage	Amount
Liability Insurance	0.75%	13.50
Performance Bond	0.75%	13.50
Builders Risk	0.07%	1.26
Profit	3.95%	72.22
<b>Subtotal:</b>		<b>\$100.48</b>

**Total Item #2: \$1,900.48**

**Time Extension: NONE**



# Pending Change Order

## No. 001

GJLP Stadium Improvements  
910 N. 12th Street  
Grand Junction, CO 81501

Project No: 10154-

### Cost Summary for Item : 3 EC - Emergency Power System

Phase	Description	Quantity	Unit Price	Amount
016010- -001	EM Power System	1 LS	150,122.00	150,122.00
<b>Net Total for Item 3:</b>				<b>\$150,122.00</b>

Description	Percentage	Amount
Liability Insurance	0.75%	1,125.92
Performance Bond	0.75%	1,125.92
Builders Risk	0.07%	105.09
Profit	3.95%	6,022.92
<b>Subtotal:</b>		<b>\$8,379.85</b>

**Total Item #3: \$158,501.85**

**Time Extension: NONE**

### Cost Summary for Item : 4 Burner - Concrete Curb, Gutter & Sidewalk

Phase	Description	Quantity	Unit Price	Amount
003000- -001	Burner - Concrete Curb, Gutter ar	1 LS	1,887.60	1,887.60
<b>Net Total for Item 4:</b>				<b>\$1,887.60</b>

Description	Percentage	Amount
Liability Insurance	0.75%	14.16
Performance Bond	0.75%	14.16
Builders Risk	0.07%	1.32
Profit	3.95%	75.73
<b>Subtotal:</b>		<b>\$105.37</b>

**Total Item #4: \$1,992.97**

**Time Extension: NONE**

### Cost Summary for Item : 5 CW - Trenching and Put-Back

Phase	Description	Quantity	Unit Price	Amount
002500- -001	CW - Trenching and Put-Back	1 LS	26,500.00	26,500.00
<b>Net Total for Item 5:</b>				<b>\$26,500.00</b>

Description	Percentage	Amount
Liability Insurance	0.75%	198.75
Performance Bond	0.75%	198.75
Builders Risk	0.07%	18.55
Profit	3.95%	1,063.18
<b>Subtotal:</b>		<b>\$1,479.23</b>

**Total Item #5: \$27,979.23**

**Time Extension: NONE**



# Pending Change Order

## No. 001

GJLP Stadium Improvements  
910 N. 12th Street  
Grand Junction, CO 81501

Project No: 10154-

### Cost Summary for Item : 6 Shaw Contribution from Concrete Buyout Savings

Phase	Description	Quantity	Unit Price	Amount
003300- -001	Shaw Contribution from Concrete	1 LS	-220,381.86	-220,381.86
<b>Net Total for Item 6:</b>				<b>\$-220,381.86</b>

Description	Percentage	Amount
Liability Insurance	0.75%	-1,652.86
Performance Bond	0.75%	-1,652.86
Builders Risk	0.07%	-154.27
Profit	3.95%	-8,841.75
<b>Subtotal:</b>		<b>\$-12,301.74</b>

**Total Item #6: \$-232,683.60**

**Time Extension: NONE**

**Grand Total PCO #001: \$1,199,863.34**

**Total Time Extension: NONE**

**Submitted By:** Shaw Construction LLC

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name Joe Farstad, Project Manager

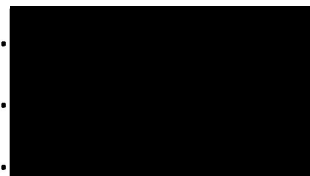
Name Ken Sherbenou,

**Quote**

**Project: Lincoln Park Stadium Relights**  
**Grand Junction, CO**  
**Ref: 185950**  
**Date: January 18, 2022**

**Quotation Price – Materials Only Delivered to Job Site**

**Base Bid – (LED Retrofit on Stocker and Suplizio) .....**  
**Add 1 – (Emergency Lighting Musco VE Option) .....**  
**Add 2 – (Emergency Lighting Per Electrical Drawings) .....**



*Sales tax is not included.*

*Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.*

**Light-Structure System™ with Total Light Control – TLC for LED™ technology -Base****Light-Structure System™ Description**

- 2 – 80' Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- 9 - Factory wired poletop luminaire assemblies
- 129 - Factory aimed and assembled luminaires, including BallTracker® luminaires
- 15 - Factory aimed and assembled pole color accent luminaires
- UL Listed assemblies

**SportsCluster® system Description**

- 5 - Factory wired poletop luminaire assemblies
- 43 - Factory aimed and assembled luminaires, including BallTracker® luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- 4 - Factory aimed and assembled pole color accent luminaires
- UL Listed assemblies

**Guaranteed Lighting Performance**

- Guaranteed light levels of 75 foot-candles (Stocker)
- Guaranteed light levels of 100 foot-candles infield and 70 foot-candles outfield. (Suplizio)
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight



## Quote

### Control Systems and Services

- Control-Link® control and monitoring with Show-Light+® entertainment package to provide (6) six pre-programmed and (3) three custom theatrical shows set to customer-supplied and licensed music, onsite dimming, and custom color accent lighting control.
- 2 - Touchscreen interface(s) to provide pre-programmed theatrical effects

### Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

### Installation Services Provided

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See scope of work below.

### Payment Terms

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Musco's Credit Department will provide payment terms.

### Delivery Timing

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8 - 10 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole locations.

Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

### Notes

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Quote is based on:

- **Shipment of entire project together to one location.**
- Voltage and phasing to be confirmed prior to production.
- Structural code and wind speed = 2018 IBC, 115 mi/h, Exposure C, Importance Factor 1.0.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Includes supply and installation of Musco system by a licensed contractor.
- Confirmation of pole locations prior to production.
- Product assurance and warranty program is contingent upon site review and compatibility with Musco's lighting system.
- The owner of the field is responsible for the structural integrity of the existing poles.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Stephen Baker  
Colorado Field Sales Representative  
Musco Sports Lighting, LLC  
Phone: 720-614-1115  
E-mail: Stephen.baker@musco.com





## Quote

### Lincoln Park Stadium Relights Suplizio Field & Stocker Field Grand Junction, CO

#### Customer Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by standard utility locates (i.e. water lines, electrical lines, irrigation systems and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Any necessary power company fees and requirements.
4. All permitting fees (payment). Musco subcontractor will obtain the required permitting if required.
5. Provide on site area for storage and staging.
6. Provide electrical plans and existing as-built drawings as necessary.

#### Musco Responsibilities:

1. Provide required poles, electrical enclosures, luminaires, pole harnesses and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Project Management as required.
4. Assist installing subcontractor and assure responsibilities are satisfied.

#### Musco Subcontractor Responsibilities

##### General:

1. Provide labor, equipment and materials to off load equipment at jobsite per scheduled delivery.
2. Provide storage containers for material, (including electrical components enclosures), as needed.
3. Provide necessary dumpsters for waste disposal and daily clean up.
4. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
5. Obtain any required permitting, Musco customer to pay for associated costs, if any.
6. Confirm the existing underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Repair any such damage during construction.
7. Keep all heavy equipment off playing fields and sensitive areas when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
8. Provide adequate ground protection as needed for access to pole locations with equipment.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Musco to be immediately notified of any breaks in schedule or delays.



## Quote

### Demolition:

1. Remove and properly dispose of the existing lighting fixtures, enclosures, cross-arms and wiring on (7) existing poles and (1) existing roof top rack at Suplizio Field. Stocker Field will require removal and disposal of similar equipment on (2) existing poles and (2) existing roof racks. This will include the recycling of lamps, aluminum reflectors, ballast and steel as necessary.
2. Leave existing power feed and equipment ground in place for connection to new equipment.

### Poles and Luminaires:

1. Install new sports lighting equipment on (7) existing poles and (1) existing roof rack(Suplizio Field) and (2) existing poles and (2) existing roof racks(Stocker Field) including, fixtures, cross-arms, wiring, enclosures and associated strapping and bracketing.
2. Install (2) new assembled Light Structure System poles on West side of Stocker Field

### Electrical:

1. Provide labor, materials and equipment to reuse existing electrical service panels as required.
2. Provide labor, materials and equipment to reuse existing electrical wiring as permitted. Existing wiring to be extended and new wiring to be installed to locations where existing wiring was damaged during previous construction phase.
3. Provide as-built drawings on completion of installation as required.
4. Emergency egress lighting adders have been provided in Musco quotation.

### Show-Light+™ Entertainment Controls Package

1. Provide labor, equipment and materials to install a total of (3) Lighting Contactor Cabinets, (2) Communication Cabinets, (2) Auxillary Lighting Interface Cabinets for emergency power and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a stepdown transformer for 120 V control circuit if not available at each Lighting Contactor Cabinet location. Each communication cabinet to have 120 V power available. Emergency auxillary cabinet requires emergency power 120 V.
3. Provide 24 AWG twisted wire pair cable. Recommended Belden 7937A or equal. Cable should be underground rated (working distance 1,500 ft). Fiber will likely be used for all or a portion of the communication cabling for this installation.
4. Communication cabling to be installed between Lighting Contactor Cabinet location and Communication Cabinet located near Musco provided Touch Screen in Press Box for each field. Musco subcontractor to provide all required Fiber switches, splice boxes, etc. not provided by Musco and termination as required. Drain wire is landed at surge device on Lighting Contactor Cabinet. Communication cabinet requires earth ground.
5. Connect provided touch screen power supply at each field. Requires 120 V outlet for each location.
6. Provide audio cable ¼ in (3.5 mm) plug from customer audio system to Communication Cabinet for each field (land on Cueserver, must be within 50 ft).





## Quote

7. Land customer provided DMX cable in Musco DMX Gateway Cabinet on DMX512 input terminals if required.
8. Contractor will commission Control Link by contacting Control Link Central at 877-347-3319.

### **CODE OF CONDUCT**

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all of its employees, subcontractors and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all of its subcontractors, employees, visitors, suppliers and agents under its direction to comply with the following:

1. **GENERAL JOBSITE SAFETY AND CLEANLINESS.**
  - a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
  - b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
  - c. Jobsite shall be kept free of debris including, but not limited to, cardboards and packing materials which can become windborne.
  - d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
  - e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.



## Quote

- f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
  - g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
  - h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
  - i. Jobsite shall be policed on a daily basis for compliance to the above conditions.
  - j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
- a. Review and understand installation instructions are provided with every product installation.
  - b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
  - c. Verify that components have been assembled per Musco installation instructions.
  - d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
- a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
  - b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
  - c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
  - d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer; and act accordingly.





# Proposal

2462 Industrial Blvd.

Grand Junction, CO 81505

970-242-8487 / [www.asphaltgj.com](http://www.asphaltgj.com)

<b>Submitted To:</b>	<b>Phone:</b> 970-270-4087	<b>Date:</b> 1-17-2021
Shaw Construction LLC Attn: Mr. Aaron Handke 760 Horizon Drive Grand Junction CO 81506	GJ Lincoln Park Stadium Improvements <b>Electrical Trench Patching</b> Grand Junction CO	

We Hereby propose to perform the following services:

**WE NOW ACCEPT CREDIT CARDS Please add 3%**



3" Asphalt Patching Electrical Trench approximately 200 square feet @ \$9.00/SF = \$1,800.00

1. Excavate existing base in trench three inches and compact base.
2. Furnish and install a three-inch compacted asphalt mat to meet existing grade.
3. Price includes one mobilization. All other will be billed \$500.00 each.
4. Traffic control is not included.
5. **We are not responsible for future settlement of trench patch.**

## Notes:

1. Traffic control, testing, engineering, construction staking, surveying, permits, permit fees and signage are not included in this quote, unless specifically called out.
2. Soft spot excavation is not included. If encountered this work will be completed on a T&M Basis.
3. Work is based on paving in frost free conditions.
4. Work is based on a 40-hour work week. Overtime is not included.
5. Final billing will be based off actual quantities installed.
6. Shouldering is not included in prices above.
7. We cannot guarantee complete drainage in areas with less than 1.5% fall.
8. Above pricing does not include Performance and Payment Bond. If required, please add 1.5%.
9. These bid conditions, in their entirety, will become a governing part of any contract or subcontract. This shall be accomplished by including a copy of this proposal in the contract or subcontract agreement.
10. Reflective cracking will occur if this is an overlay quote and may occur within the first year. We cannot warranty against reflective cracking.



TRIPAL OVERALL DI AM - CONFINIPSEI EIVEI



Date: 1/12/2022

## *Change Order Proposal*

TO:

Shaw Construction

Grand Junction, CO

RE:

Lincoln Park Stadium Upgrades

Grand Junction, CO

Attn: **Joe Farstad**Phone #: **940-248-2645**Email: [joefarstad@shawconstruction.net](mailto:joefarstad@shawconstruction.net)Change Order Request No. **EM System**Change Order Proposal No. **EC-03**

*We hereby propose to modify our original proposal / contract for the following change to our scope:*

Supply and install all Emergency Equipment on the one line. Generator, ATS's, Docking station, and panel boards.

**Exclude all trench & backfill and concrete housekeeping pads**

QTY.	DESCRIPTION	UNIT	EXT. PRICE
Quote	Cummins	\$ -	\$ 54,675.00
Quote	Rexel Gear (with Coordination study)		\$ 25,279.00
Lot	material		\$ 30,555.32
			\$ -
			\$ -
8.00	Hours Labor Project Manager	\$ 75.00	\$ 600.00
44.00	Hours Labor - Site Superintendent	\$ 63.00	\$ 2,772.00
221.5	Hours Labor - Journeyman (Straight Time Base)	\$ 55.00	\$ 12,182.50
221.50	Hours Labor - Apprentice (Straight Time Base)	\$ 47.00	\$ 10,410.50
			\$ -
10%	Overhead & Profit		\$ 13,647.43
			\$ -
			<b>\$ 150,121.75</b>

Need Answer By: **ASAP**

Submitted By: Paul Russell

*Please add the following amount from our contract and issue a formal change order for:*

One Hundred Fifty Thousand One Hundred Twenty Two ----- Dollars \$ **150,122.00**

Acceptance of this proposal will increase the contract time by 0 days

Original Contract Sum: \_\_\_\_\_

Pending Changes to Date: \$ -

Approved Change Orders To Date: \$ -

This Change Order: \$ **150,122.00**

Approved Contract Sum To Date: \$ -

Pending Contract Sum: \$ **150,122.00**

*Acceptance of Proposal. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.*

Signature \_\_\_\_\_

Date \_\_\_\_\_

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## GJLP stadium upgrade EC CO#03 EM Genset

Job Number: 541

## Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
--- 01 Underground Feeder Raceway ---								
1184	1-1/4" PVC Conduit	450	262.50	C	1,181.25	5.25	C	23.63
1187	1" PVC Conduit	915	190.47	C	1,742.80	4.50	C	41.18
2077	1-1/4" PVC Male Adaptor	2	97.43	C	1.95	0.11	E	0.22
2080	2-1/2" PVC Male Adaptor	12	177.80	C	21.34	0.15	E	1.80
2131	1-1/4" PVC Coupling	2	56.58	C	1.13	0.08	E	0.16
2134	2-1/2" PVC Coupling	13	136.98	C	17.81	0.12	E	1.56
--- 01 Underground Feeder Raceway Total ---					2,966.28			68.55
--- 02 Underground Branch Raceway ---								
1183	1" PVC Conduit	510	190.47	C	971.40	4.50	C	22.95
2076	1" PVC Male Adaptor	4	79.10	C	3.16	0.09	E	0.36
2130	1" PVC Coupling	4	36.35	C	1.45	0.06	E	0.24
--- 02 Underground Branch Raceway Total ---					976.01			23.55
--- 03 Above Ground Feeder Raceway ---								
1006	2-1/2" EMT	70	1,030.59	C	721.41	12.00	C	8.40
1331	2-1/2" EMT Elbow	6	2,925.38	C	175.52	0.75	E	4.50
1346	1-1/4" GRC Elbow	2	1,476.93	C	29.54	0.63	E	1.26
1349	2-1/2" GRC Elbow	13	47.00	E	611.00	1.01	E	13.13
1450	2-1/2" Set Screw Steel Conn	4	12.41	E	49.64	0.26	E	1.04
1550	2-1/2" Set Screw Steel Cplg	13	1,966.35	C	255.63	0.21	E	2.73
1597	1-1/4" Locknut	2	62.04	C	1.24	0.03	E	0.06
1600	2-1/2" Locknut	12	303.84	C	36.46	0.08	E	0.96
1612	2-1/2" Plastic Bushing	4	141.15	C	5.65	0.06	E	0.24
2365	2-1/2" Conduit Hanger w/Bolt	9	204.90	C	17.93	18.00	C	1.58
2445	3/8" All Thread	18	97.13	C	17.00	9.44	C	1.65
2447	Hex Nut 3/8" Zinc Plated	18	53.94	C	9.44	0.30	C	0.05
2451	Flange Beam Clamp for 3/8" Thrd Rod	9	167.27	C	14.64	15.00	C	1.31
5932	Unistrut (Deep)	100	393.68	C	393.68	15.00	C	15.00
5935	Cut 12 Gauge 1-5/8x1-5/8 Channel (labor)	12	0.00	E	0.00	0.22	E	2.76
5936	1/4" Spring Nut	24	146.69	C	35.21	7.50	C	1.80
5937	3/8" Spring Nut	40	157.76	C	63.10	7.88	C	3.15
5940	Hex Head Cap Screw 1/4 Inch X 1-1/2 Inch Zinc Plate	24	62.73	C	15.06	15.00	C	3.60
5941	3/8-16X2-1/4 Inch Hex Head Bolt	40	288.48	C	115.39	16.50	C	6.60
5943	1/4" Flat Washer	24	88.56	C	21.25	0.03	E	0.72
5944	3/8" Flat Washer	40	55.62	C	22.25	0.03	E	1.20
--- 03 Above Ground Feeder Raceway Total --					2,611.04			71.74
--- 04 Above Ground Branch Raceway ---								
1345	1" GRC Elbow	4	1,076.42	C	43.06	0.54	E	2.16
1596	1" Locknut	4	45.08	C	1.80	0.03	E	0.12
--- 04 Above Ground Branch Raceway Total --					44.86			2.28
--- 05 Feeder Wire ---								
2662	#8 THHN CU Stranded Wire	460	824.49	M	379.27	9.38	M	4.31
2663	#6 THHN CU Stranded Wire	1,945	932.96	M	1,814.61	10.50	M	20.42
2664	#4 THHN CU Stranded Wire	920	1,482.11	M	1,363.54	13.50	M	12.42
2670	#3/0 THHN CU Stranded Wire	4,100	4,763.19	M	19,529.08	25.50	M	104.55
--- 05 Feeder Wire Total ---					23,086.50			141.70
--- 06 Branch Wire ---								
2680	#14 THHN CU Solid Wire	1,071	172.50	M	184.75	6.75	M	7.23

\* Target, Labor column 2

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## GJLP stadium upgrade EC CO#03 EM Genset

Job Number: 541

## Extension By Phase

Item #	Description	Quantity	Price	U	Ext Price	Labor Hr	U	Ext Lab Hr
--- 06 Branch Wire Total ---					184.75			7.23
--- 07 Switchgear ---								
4478	125 KW Generator (w/out fuel tank)	1	QUOTE	12	0.00	37.20	E	37.20
4495	Generator Battery Charger	1	QUOTE	12	0.00	1.44	E	1.44
4510	Generator Block Heter Connect	1	QUOTE	12	0.00	0.18	E	0.18
4518	75-500 Gallon Generator Fuel Tank Installation	1	QUOTE	12	0.00	6.24	E	6.24
4614	225 Amp 600 Volt 3 Pole Double Throw Automatic Tra	2	QUOTE	2	0.00	10.80	E	21.60
62116	unistrut T Brackets	8	37.50	E	300.00	0.52	E	4.24
BBH-E	200 Amp Surf Panel-Nema 3R	1	QUOTE	2	0.00	7.13	E	7.13
FBH_E	200 Amp Surf Panel-Nema 1	1	QUOTE	2	0.00	6.38	E	6.38
GDB	400A Distribution Board-Nema 3R	1	QUOTE	2	0.00	17.40	E	17.40
GDS	400A Distribution Board-Nema 3R	1	QUOTE	2	0.00	17.40	E	17.40
--- 07 Switchgear Total ---					300.00			119.21
--- 10 Voice/Data/Video ---								
2934	Cat 6 Non-Plenum (CMR) 23 Gauge 4-Pair Cable	735	525.00	M	385.88	12.08	M	8.88
--- 10 Voice/Data/Video Total ---					385.88			8.88
Job Total					30,555.32			443.14





**January 11, 2022**

**To: EC Electric**

**Prepared by**

Melissa Guillen  
(970) 261-5815  
melissa.l.guillen@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty	Extended Price
	<b><u>125kW Generator</u></b>		
1	<b>C125N6, 125kW, 60Hz, Standby, Natural Gas/Propane Genset</b> U.S. EPA, Stationary Emergency Application C125N6, 125kW, 60Hz, Standby, Natural Gas/Propane Genset Duty Rating-Standby Power (ESP) Emissions Certification-SI, EPA, Emergency, Stationary, 40CFR60 Listing-UL 2200 NFPA 110 Type 10 Level 1 Capable Control Mounting-Left Facing PowerCommand 2.3 Controller IBC Seismic Certification OSHPD Seismic Certification Gauge-Oil Pressure Warning-Low Fuel Gas Pressure Analog Meters-AC Output Stop Switch-Emergency Relays-Auxiliary, Qty 2, 25A-15V DC/10A-30V DC Control Display Language-English Load Connection-Single Circuit Breaker, Location A, 200A, 3P, 600 Volts AC, 80%, UL Bottom Entry, Right Engine Governor-Electronic, Isochronous Single Gas Fuel-NG or LP Vapor Engine Starter-12 Volt DC Motor Engine Air Cleaner-Normal Duty Battery Charging Alternator Battery Charger-6 Amp, Regulated Engine Cooling-Radiator, High Ambient Air Temperature, Ship Fitted Shutdown-Low Coolant Level Extension-Coolant Drain Engine Coolant-50% Antifreeze, 50% Water Mixture Exciter/Regulator-Permanent Magnet Generator, 3 Phase Sensor Coolant Heater, Extreme Cold Ambient Voltage-277/480, 3 Phase, Wye, 4 Wire Engine Oil Heater-120 Volts AC, Single Phase Engine Oil Cummins Certified Test Record Genset Warranty-2 Years Base Alternator-60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Literature-English Packing-Skid, Poly Bag Extension-Oil Drain	1	\$ 37,495.00

Quotation: Q-93764-20220111-0635



	Green Sound Level 2 Intake Baffle-Ship Loose Battery Rack Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color-Green, Aluminum Enclosure-Wind Load 180 MPH, ASCE7-10 Skidbase-Housing Ready Circuit Breaker Installation-12VDC Shunt Trip Circuit Breaker Installation-1SPDT, Auxiliary Contacts Enclosure Kit-Sound Level 2 Duct Annunciator-panel mount with enclosure (RS485) Battery System start up & testing 4 hour load bank testing Remote E-stop Delivery to site, off-loading not included	1 1 1 1 1 1 1 1 1 1	
	<b>SUB TOTAL: \$ 37,495.00</b> (Sub Total for 125kW Generator)		
	<b><u>Transfer Switches E2 &amp; E3</u></b>		
1	<b>OTECC, OTEC Transfer Switch-Electronic Control: 300A</b>  OTECC300, Transfer Switch, PowerCommand, 300 Amp Interface-Communications Network, MODBUS RTU Module Control Panel, Security Key Cover Listing-UL 1008/CSA Certification Application-Utility to Genset Transfer Switch Warranty-2 Year Comprehensive Cabinet-Type 1 Poles-4 (Switched Neutral) Frequency-60 Hz System-3 Phase, 3 or 4 Wire Voltage-480 Volts AC Genset Starting Battery-12V DC PC40 Control Aux Relay-Emergency Position-12 Volts DC Aux Relay-Normal Position-12 Volts DC	2	\$ 7,152.00
	<b>SUB TOTAL: \$ 7,152.00</b> (Sub Total for Transfer Switches E2 & E3)		
	<b><u>Generator Docking Station</u></b>		
1	<b>200 Amp Generator Docking Station</b>	1	\$ 10,028.00
	<b>SUB TOTAL: \$ 10,028.00</b> (Sub Total for Generator Docking Station)		

**TOTAL: \$ 54,675.00**

**Quote valid for 30 days**

**Current lead-time: Generator, 43-45 weeks from order date; ATS's, 15-17 weeks from order date; GDS, 10-12 weeks from order date.**

Quote value does not include any tax.

Quotation: Q-93764-20220111-0635



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

**Submitted by:**

**Melissa Guillen**  
[melissa.l.guillen@cummins.com](mailto:melissa.l.guillen@cummins.com)  
(970) 261-5815

**SUBMITTALS.** An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

**THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Purchase Order No

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## **TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT**

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

### **SCOPE**

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Cummins reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for 60 days, and the price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated. Cummins makes no representation or assurance as to the Equipment complying with any Buy America or Buy American laws, regulations, or requirements unless specifically provided in the Quote.

### **SHIPPING; DELIVERY; DELAYS**

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result from Fluctuations or directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

***AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.***

### **PAYMENT TERMS; CREDIT; RETAINAGE**

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

### **TAXES; EXEMPTIONS**

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

### **TITLE; RISK OF LOSS**

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

### **INSPECTION AND ACCEPTANCE**

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

### **LIEN; SECURITY AGREEMENT**

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

### **CANCELLATION; CHARGES**

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

### **MANUALS**

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

### **TRAINING; START UP SERVICES; INSTALLATION**

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

### **MANUFACTURER'S WARRANTY**





Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

## **WARRANTY PROCEDURE**

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

**LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.**

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

## **INDEMNITY**

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

**LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.**

## **DEFAULT; REMEDIES**

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

## **CUSTOMER REPRESENTATIONS; RELIANCE**

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

## **CONFIDENTIALITY**

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

## **GOVERNING LAW AND JURISDICTION**

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

## **INSURANCE**

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

## **ASSIGNMENT**

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

## **INTELLECTUAL PROPERTY**

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.



## MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

## COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**

☐ Check if this Agreement pertains to government work or facilities





Jillian Bearden  
Rexel USA  
559 SANDHILL LN UNIT 500  
GRAND JUNCTION, CO 81505  
jillian.bearden@rexelusa.com  
719-223-3863  
January 12, 2022  
Quote No.: UKA-00023925  
Doc Rev. 0.1  
Project: GRAND JUNCTION LINCOLN PARK - EM SYSTEM

Dear Valued Customer,

Thank you for your inquiry for GRAND JUNCTION LINCOLN PARK - EM SYSTEM. We are pleased to respond with our proposal based on the details and requirements of your inquiry. Thank you for allowing Rexel USA to participate on this project. Please do not hesitate to contact us with any questions.

Best Regards,

Jillian Bearden  
Rexel USA

**PROPRIETARY AND CONFIDENTIAL INFORMATION**

This document contains confidential and proprietary information. Upon receipt of this document, the receiver agrees to not to reveal its content, except to those people inside of their own organization to who concerned to do the evaluation of this proposal. No copies of this document should be made without permission. This document shall be returned upon its written request.









































**Burner Construction, LLC**  
**2887 North Ave.**  
**Grand Junction, CO 81501**

Jim Burner: 970-433-3388  
 Ashley Sharon: 970-270-0575

1/19/2022  
 Lincoln Park  
 Shaw Construction

COR No. **4**

Description of Work

**Replace Curb, Gutter & Sidewalk**

## PROPOSAL

Burner Construction, LLC. proposes to supply all labor, materials and equipment to construct the foundations and to form, pour and finish related flatwork as identified in the plans and specifications listed below. This proposal is valid for 60 days from the above proposal date. This proposal is also based on a typical 5 day 40 hour work week.

Item Description	Qty.	Unit	Total
<b>SITE CONCRETE</b>			
Curb & Gutter	10.00	LF	\$ 684.00
4" Side walk w/ fiber	100.00	SF	\$ 1,032.00
 O&P	 10%	 \$	 171.60

**Total Proposal:**

**\$ 1,887.60**

### ALTERNATE/OPTIONS

Alternate	\$	-
Alternate	\$	-
Foundations Winter Charges & 2% NC Accelerator	\$	-
Slab-On-Grade Winter Charges & 2% NC Accelerator	\$	-
Slab-On-Deck Winter Charges & 2% NC Accelerator	\$	-
Site Concrete Winter Charges & 2% NC Accelerator	\$	56.00

### Qualifications:

Plans dated:	<b>01/00/00</b>
Number of Concrete pumps included for this project. Truck access is assumed for all site flatwork.	<b>0</b>
Number of Mobilization included in this project.	<b>3</b>

### Exclusions:

Highlighted if Included in Proposal

Dirt grades +/-0.1" by others	Caulking	Excavation
Temporary Heat/Winter Protection	Vapor Barrier	Dewatering
Winter Charges & NC Accelerators	Insulation	Material testing
Grouting of baseplates	Light Pole Bases	Demolition
Work involved w/ MSE retaining walls	Colored Concrete	Helical piles
Moisture cure of slabs (we provide spray on only)	Stamped Concrete	Polishing
Rubber / epoxy / polished finish of slabs	Walk off mats	Flow Fill
Work involved w/ storm drain / site utilities (Vaults / Boxes / Culverts)	Concrete washout basin	
Embedded metal fabrications supplied by others (installed by us)	Utility Locates (public or private)	

Add Mixes not specifically identified on the drawings (e.g. Green Umbrella, Con Cure, Vapor Lock, Shrinkage & Testing)
Surveying / Horizontal Control. (building corners to provided by others within the excavation).

**Submitted by**  
**Burner Construction LLC**

**CHANGE ORDER****Number 6**

Date: March 14, 2022  
 To: Shaw Construction  
 From: City of Grand Junction, Department of Public Works and Utilities  
 Project: **Grand Junction Suplizio & Stocker Improvements CM/GC**  
 P.O.: **2021-00000394**  
 Contract No.: **RFP-4865-21-DH**

It is agreed to modify the Contract for the Project as follows:

Change Order to include scope for replacement of existing damaged Sanitary Sewer Main Line at the northwest corner of Stocker Stadium track. The replacement of this Sewer Line was requested by the City and will be paid for out of the Sewer Collection System Fund (F0016-F001642).

Summary of Contract price adjustments - itemized on the attached sheet(s):


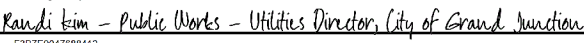
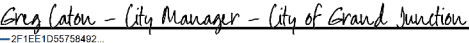

Original Contract Amount	\$0.00
Approved Change Orders	13,868,847.34
This Change Order	56,342.96
Revised Contract Amount	<u>\$13,925,190.30</u>

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	151.	
This Change Order	<u>0.</u>	
Revised Contract Time	516.	Cal. Days

Construction Start Date: June 3, 2021  
 Contract Completion Date: October 31, 2022

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner:	<b>City of Grand Junction</b>	
Prepared by:	<small>DocuSigned by:</small>  <small>60EF69E0C4B5453...</small> <b>Kirsten Armbruster, Project Manager</b>	Date: <u>3/17/2022</u>
Recommended by:	<small>DocuSigned by:</small>  <small>F3B7E904768B412...</small> <b>Randi Kim, Utilities Director</b>	Date: <u>3/18/2022</u>
Approved by:	<small>DocuSigned by:</small>  <small>2F1EE1D55758492...</small> <b>Greg Caton, City Manager</b>	Date: <u>3/18/2022</u>
Contractor:	<b>Shaw Construction</b>	
Signature:	<small>DocuSigned by:</small>  <small>505ED35C1F87467...</small> <b>Sam Meyer - President, Shaw Construction</b>	Date: <u>3/17/2022</u>
Name and Title:	<b>Sam Meyer - President, Shaw Construction</b>	

# INVOICE

**THANK YOU FOR YOUR BUSINESS!**



**Burner Construction, LLC**  
**2887 North Ave.**  
**Grand Junction, CO 81501**

Jim Burner: 970-433-3388  
 Ashley Sharon: 970-270-0575

2/8/2022  
 Lincoln Park  
 Shaw Construction

COR No. 7

Description of Work Sat Work , Winter & added Curb & Gutter

## PROPOSAL

Burner Construction, LLC. proposes to supply all labor, materials and equipment to construct the foundations and to form, pour and finish related flatwork as identified in the plans and specifications listed below. This proposal is valid for 60 days from the above proposal date. This proposal is also based on a typical 5 day 40 hour work week.

Item Description	Qty.	Unit	Total
<b>SITE CONCRETE</b>			
Curb & Gutter	20.00	LF	\$ 1,050.00
1/15 Sat Blanket labor	8.00	HR	\$ 400.00
 O&P	 10%	 \$	 145.00

**Total Proposal:**

**\$ 1,595.00**

### Qualifications:

Plans dated:	<b>01/00/00</b>
Number of Concrete pumps included for this project. Truck access is assumed for all site flatwork.	<b>0</b>
Number of Mobilization included in this project.	<b>3</b>

### Exclusions:

Highlighted if Included in Proposal

Dirt grades +/-0.1" by others	Caulking	Excavation
Temporary Heat/Winter Protection	Vapor Barrier	Dewatering
Winter Charges & NC Accelerators	Insulation	Material testing
Grouting of baseplates	Light Pole Bases	Demolition
Work involved w/ MSE retaining walls	Colored Concrete	Helical piles
Moisture cure of slabs (we provide spray on only)	Stamped Concrete	Polishing
Rubber / epoxy / polished finish of slabs	Walk off mats	Flow Fill
Work involved w/ storm drain / site utilities (Vaults / Boxes / Culverts)	Concrete washout basin	
Embedded metal fabrications supplied by others (installed by us)	Utility Locates (public or private)	
Add Mixes not specifically identified on the drawings (e.g. Green Umbrella, Con Cure, Vapor Lock, Shrinkage & Testing)		
Surveying / Horizontal Control. (building corners to provided by others within the excavation).		

Submitted by  
**Burner Construction LLC**

**CW Construction, LLC**

825 21-1/2 Road  
Grand Junction, CO 81505

**Estimate**

Date	Estimate #
2/14/2022	203041

Name / Address
Shaw Construction 760 Horizon Drive Grand Junction, CO 81506

Project
GJLP Improvements to City Sewer Not required by the project Rev 1

23	Description	Item	Qty	Rate	Total
	CO Estimate 22 Rev 1 - Replacement of the manhole in North Ave.				
	1. Traffic Control - for the manhole replacement as well as the asphalt paving in the spring	LS	1	3,950.00	3,950.00
	2. Remove and reset the frozen water filled jersey barriers to allow access	HR	4	400.00	1,600.00
	3. Asphalt milling for trench plates	LS	1	1,500.00	1,500.00
	4. Sawcut asphalt and concrete	LF	48	5.00	240.00
	5. Remove asphalt, sidewalk, and curb and gutter	SF	182	2.50	455.00
	6. Jackhammer and mini ex to remove surface improvements	HR	1	135.00	135.00
	7. Potholing machine to suck out the existing manhole - there is a backup in the manhole currently	HR	3	185.00	555.00
	8. Bypass pumping	LS	1	5,000.00	5,000.00
	9. Remove existing manhole	EA	1	5,200.00	5,200.00
	10. 8" SDR35	LF	5	32.80	164.00
	11. 3/4" rock for trench stabilization	TN	25	40.00	1,000.00
	12. 6" G max clay to PVC coupler, service wye, 6" SDR35 stub, 8X6 reducer, and installation	LS	1	2,956.77	2,956.77
	13. New 48" manhole	EA	1	4,100.00	4,100.00
	14. Structural fill to backfill pipe trench - includes over-ex and haul-off	TN	7	39.00	273.00
	15. Flow fill to backfill the manhole in North Ave	CY	48	195.00	9,360.00
	16. Set trench plates in North Ave roadway until paving in the spring	LS	1	10,500.00	10,500.00
	17. Remove trench plates, grout, and shim the manhole lid	LS	1	2,250.00	2,250.00
	18. Asphalt paving in North Ave. in the spring	LS	1	2,944.00	2,944.00
Cody Weaver 970-640-7755 cody@cwconst.com				<b>Total</b>	



**CW Construction, LLC**

825 21-1/2 Road  
Grand Junction, CO 81505

**Estimate**

Date	Estimate #
2/14/2022	203041

Name / Address
Shaw Construction 760 Horizon Drive Grand Junction, CO 81506

Project
GJLP Improvements to City Sewer Not required by the project Rev 1

Description	Item	Qty	Rate	Total
				52,182.77
Cody Weaver 970-640-7755 cody@cwconst.com				<b>Total</b> \$52,182.77

Accepted:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer/Client: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of acceptance: \_\_\_\_\_

**CHANGE ORDER****Number 7**

Date: March 28, 2022  
 To: Shaw Construction  
 From: City of Grand Junction, Department of Public Works and Utilities  
 Project: **Grand Junction Suplizio & Stocker Improvements CM/GC**  
 P.O.: **2021-00000394**  
 Contract No.: **RFP-4865-21-DH**

---

It is agreed to modify the Contract for the Project as follows:

Change Order to remove the scope for the CGJ-CMU Locker Room Building added in Change order #4 (project has been cancelled).

---

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$0.00
Approved Change Orders	13,672,220.34
This Change Order	(3,146,172.00)
Revised Contract Amount	<u>\$10,526,048.34</u>

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	151.	
This Change Order	<u>-151.</u>	
Revised Contract Time	365.	Cal. Days

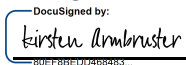
Construction Start Date: June 3, 2021  
 Contract Completion Date: June 2, 2022

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

---

Owner: **City of Grand Junction**


Prepared by:

DocuSigned by:  
  
50E18BEDD469463

Kirsten Armbruster, Project Manager

Date: 4/4/2022

Approved by:

DocuSigned by:  
  
13B0EAF622F547B

Ken Sherbenou, GJ Parks & Rec Director

Date: 4/4/2022

---

Contractor:

**Shaw Construction**

Signature:

DocuSigned by:  
  
505ED35C1F87467

Sam Meyer - President, Shaw Construction

Date: 4/4/2022

Name and Title:

President

**CHANGE ORDER****Number 8**

Date: May 5, 2022  
 To: Shaw Construction  
 From: City of Grand Junction, Department of Public Works and Utilities  
 Project: **Grand Junction Suplizio & Stocker Improvements CM/GC**  
 P.O.: **2021-00000394**  
 Contract No.: **RFP-4865-21-DH**

It is agreed to modify the Contract for the Project as follows:

Added cost of Stocker southwest plaza paving after removal of locker room building project, and the entryway arch at the Stocker northwest entry gate. Funding is coming from savings in the Soft Cost budget.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$0.00
Approved Change Orders	10,582,391.30
This Change Order	97,152.92
Revised Contract Amount	<u>\$10,679,544.22</u>

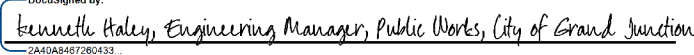
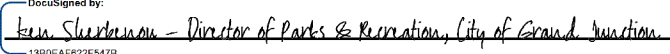
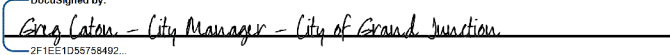
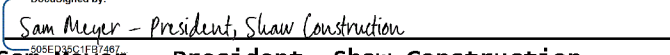
Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	<u>365.</u>	Cal. Days

Construction Start Date: June 3, 2021

Contract Completion Date: June 2, 2022

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner:	<b>City of Grand Junction</b>	
Prepared by:	<small>DocuSigned by:</small>  <small>2A40A8467260433...</small> <b>Kenneth Haley, Engineering Manager</b>	Date: <u>5/5/2022</u>
Recommended by:	<small>DocuSigned by:</small>  <small>13B0EAF622F547B...</small> <b>Ken Sherbenou, GJ Parks &amp; Rec Director</b>	Date: <u>5/6/2022</u>
Approved by:	<small>DocuSigned by:</small>  <small>2F1EE1D55758492...</small> <b>Greg Caton, City Manager</b>	Date: <u>5/6/2022</u>
Contractor:	<b>Shaw Construction</b>	
Signature:	<small>DocuSigned by:</small>  <small>005E9330C1E37A07...</small> <b>Sam Meyer - President, Shaw Construction</b>	Date: <u>5/5/2022</u>
Name and Title:	<b>Sam Meyer - President, Shaw Construction</b>	



# Pending Change Order

## No. 004

GJLP Stadium Improvements  
910 N. 12th Street  
Grand Junction, CO 81501

Project No: 10154-

PCO No. 004 Stocker SW Plaza Concrete Paving/Fence Adds & NW Entry Arch

Date Sent:

**Transmitted To:**

**From:**

Joe Farstad, Project Manager  
Shaw Construction LLC  
Tel: 970-248-2645  
Fax:  
Email: joefarstad@shawconstruction.net

**Description of Proposal:**

**Cost Summary for Item : 1 Stocker SW Plaza Concrete Paving/Fence Adds & NW Entry Arch**

Phase	Description	Quantity	Unit Price	Amount
002300- -004	CW - SW Plaza Concrete Paving/Fen	1 LS	4,258.15	4,258.15
002750- -004	Burner - SW Plaza Concrete Paving/F	1 LS	40,143.40	40,143.40
002820- -004	Taylor - SW Plaza Concrete Paving/F	1 LS	21,446.00	21,446.00
004220- -004	ASCO - SW Plaza Concrete Paving/F	1 LS	3,650.00	3,650.00
005510- -004	TW - SW Plaza Concrete Paving/Fen	1 LS	21,019.00	21,019.00
009910- -004	WBS - SW Plaza Concrete Paving/Fe	1 LS	1,500.00	1,500.00

**Net Total for Item 1: \$92,016.55**

Description	Percentage	Amount
Liability Insurance	0.75%	690.12
Performance Bond	0.75%	690.12
Builders Risk	0.07%	64.41
Profit	3.95%	3,691.72
<b>Subtotal:</b>		<b>\$5,136.37</b>

**Total Item #1: \$97,152.92**

**Time Extension: NONE**

**Grand Total PCO #004: \$97,152.92**

**Total Time Extension: NONE**

**Submitted By:** Shaw Construction LLC

**Authorized By:**

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name Joe Farstad, Project Manager

Name \_\_\_\_\_

**CW Construction, LLC**

825 21-1/2 Road  
Grand Junction, CO 81505

**Estimate**

Date	Estimate #
4/5/2022	203143

Name / Address
Shaw Construction 760 Horizon Drive Grand Junction, CO 81506

Project
GJLP CO Estimate 37 - Extending plaza to the soth of Stocker stands

Description	Item	Qty	Rate	Total
CO Estimate 37 - Extending Stocker Plaza South				
1. T&M Ticket to remove asphalt #1145 attached	LS	1	1,424.50	1,424.50
2. Dig out section to subgrade Mini Ex	HR	2	125.00	250.00
3. Dig out section to subgrade laborer	HR	2	47.50	95.00
4. Sawcut asphalt	LF	93	5.00	465.00
5. Haul off asphalt from sawcut and excavation	HR	3	85.00	255.00
6. 3/4" road base	TN	45.35	39.00	1,768.65
				4,258.15
Cody Weaver 970-640-7755 cody@cwconst.com			<b>Total</b>	\$4,258.15

Accepted:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer/Client: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of acceptance: \_\_\_\_\_

**825 21.5 Road Grand Junction Colorado 81505**  
**970-243-7755**

1145

Owner:





825 21 1/2 Road  
GJ, CO 81505  
(970) 243-7755

18433

Date: 4-19-22

CONSTRUCTION

Driver/Contractor Name: C.W. Truck#: T-9

Material loaded: 3/4 LB

Pit#5: ☐ ☐ ☐ ☐

Delivery address: Stocker Stadium

Bill To: Shaw

PO# Gross (full) weight 98,860

(-) Tare (empty) weight 30,960

Weigher: J. Rogers (=) Net 67,900

( $\div 2$ ) = Total Tons 33.95

825 21 1/2 Road  
GJ, CO 81505  
(970) 243-7755

14264

Date: 4-19-22

CONSTRUCTION

Driver/Contractor Name: Lee CW Truck#: 13

Material loaded: 3/4 LB

Pit#5: ☐ ☐ ☐ ☐

Delivery address: Stocker Stadium

Bill To: Shaw

PO# 2011-40 Gross (full) weight 48,600

(-) Tare (empty) weight 25,900

Weigher: Lee (=) Net 22,700

( $\div 2$ ) = Total Tons 11.4



**Burner Construction, LLC**  
**2887 North Ave.**  
**Grand Junction, CO 81501**

Jim Burner: 970-433-3388  
 Ashley Sharon: 970-270-0575

4/19/2022  
 Lincoln Park  
 Shaw Construction

COR No. **20**

Description of Work **Added Paving PR Stocker SW Corner**

## PROPOSAL

Burner Construction, LLC. proposes to supply all labor, materials and equipment to construct the foundations and to form, pour and finish related flatwork as identified in the plans and specifications listed below. This proposal is valid for 60 days from the above proposal date. This proposal is also based on a typical 5 day 40 hour work week.

Item Description	Qty.	Unit	Total
<b>SLAB-ON-GRADE</b>			
6" Paving w/Fiber	6,243.30	SF	\$ 36,494.00
O&P	10%		\$ 3,649.40

**Total Proposal:**

**\$ 40,143.40**

### ALTERNATE/OPTIONS

Alternate	\$	-
Alternate	\$	-
Foundations Winter Charges & 2% NC Accelerator	\$	-
Slab-On-Grade Winter Charges & 2% NC Accelerator	\$	3,602.00
Slab-On-Deck Winter Charges & 2% NC Accelerator	\$	-
Site Concrete Winter Charges & 2% NC Accelerator	\$	-

### Qualifications:

Plans dated:	<b>01/00/00</b>
Number of Concrete pumps included for this project. Truck access is assumed for all site flatwork.	<b>0</b>
Number of Mobilization included in this project.	<b>3</b>

### Exclusions:

Highlighted if Included in Proposal

Dirt grades +/-0.1" by others	Caulking	Excavation
Temporary Heat/Winter Protection	Vapor Barrier	Dewatering
Winter Charges & NC Accelerators	Insulation	Material testing
Grouting of baseplates	Light Pole Bases	Demolition
Work involved w/ MSE retaining walls	Colored Concrete	Helical piles
Moisture cure of slabs (we provide spray on only)	Stamped Concrete	Polishing
Rubber / epoxy / polished finish of slabs	Walk off mats	Flow Fill
Work involved w/ storm drain / site utilities (Vaults / Boxes / Culverts)	Concrete washout basin	
Embedded metal fabrications supplied by others (installed by us)	Utility Locates (public or private)	
Add Mixes not specifically identified on the drawings (e.g. Green Umbrella, Con Cure, Vapor Lock, Shrinkage & Testing)		

Surveying / Horizontal Control. (building corners to provided by others within the excavation).

**Submitted by**  
**Burner Construction LLC**

**TAYLOR FENCE COMPANY OF GRAND JUNCTION**

832 21 ½ ROAD P.O. BOX 3125  
 GRAND JUNCTION, CO 81502  
 970-241-1473  
 FAX 970-241-1475

**SYMBOL OF QUALITY AND WORKMANSHIP**

SUBMITTED TO

NAME: Shaw Construction Attn: Aaron

DATE: 4/15/2022

ADDRESS

E-MAIL: aaronhandke@shawconstruction.net

CITY:

PHONE: 970-270-4087

WE PROPOSE TO FURNISH MATERIALS AND/OR PERFORM WORK DESCRIBED AND PRICED AS FOLLOWS ON TERMS AND  
 CONDITIONS APPEARING ON THIS FORM.

FENCE HEIGHT: WIRE GAUGE: TERMINAL POST SIZE: LINE POST SIZE:

TOP RAIL SIZE:

GATES: See Below

TYPE:

**PROJECT: Lincoln Park Stadium**  
**South End**  
**\*Revised\***

Hi Aaron, the following includes all material, cement, labor and vac-trucking. The job breakout is as follows:

8	8' Wide x 6' High Echelon II Genesis 2 Rail panels (Black)
7	2 ½ x 2 ½ x 108" 12 ga Steel post with caps
4	3" x 3" x 108" 12 ga Steel post with caps
2	4" x 4" x 120" 11 ga Steel gate post with caps
1	20' Wide x 6' High Transport II Genesis Cantilever gate
1	Transport II Cantilever gate hardware
28	Industrial flat mount brackets
	Vac-trucking all post holes

**TOTAL FURNISHED AND INSTALLED \$ 23,378.00****Credit**

3	8' Wide x 6' Echelon II Genesis 2 Rail panels
4	2 ½ x 2 ½ x 108" Post & Caps
16	Industrial flat mount brackets

**TOTAL CREDIT (\$1,932.00)****TOTAL FURNISHED AND INSTALLED \$ 21,446.00**

THIS QUOTATION IS FOR MATERIAL ONLY ( ) MATERIAL AND LABOR ( X ) LABOR ONLY ( )

THIS QUOTATION IS SUBJECT TO BUYERS ACCEPTANCE WITHIN 15 DAYS.

YOUR ACCEPTANCE WILL CONSTITUTE AN ORDER, WHICH, WITH OUR OFFICE APPROVAL, WILL BECOME AN AGREEMENT BETWEEN US.

PLEASE SIGN ORIGINAL

METHOD OF PAYMENT

RESPECTFULLY SUBMITTED,

DATE ACCEPTED

TAYLOR FENCE CO OF GRAND JUNCTION:

BUYER:

BY

BY

Todd M Jurgens



Bid Date: 4/28/2022

Project: Shaw Construction Suplizio Field: Entryway

Scope of Work: Surface preparation and re-coating of entryway arches

Plan Set: Shaw to deliver archways to WBS facility. WBS to prep archway using abrasive blasting. WBS to prime any necessary areas with Macropoxy 646. Topcoat all surfaces with Hi Solids Polyurethane 250 per manufacturers spec. Color to be SW Black-Green or Black. WBS to QC and demobilize from site.

Base Bid: Prep and Painting: \$1,500 per archway

Additions/Alternates: N/A

Exclusions: N/A

Inclusions: WBS crew, material, and equipment.

Other remarks: N/A

Terms: Net thirty (30) days

Proposal: Valid for thirty (30) days

596 23 ½ Rd. , Grand Junction, CO 85105  
P 1-970-245-2856 F 1-970-241-1572

[estimating@wbscoatings.com](mailto:estimating@wbscoatings.com) [www.wbscoatings.com](http://www.wbscoatings.com)

***Please add WBS Coatings to your bidder's list for future projects***

**TIMBERWOLF WELDING INC.**

**3938 Hwy. 348**

**Delta, CO 81416**

**970-874-4821**

**Fax 970-874-4822**

**Quotation 22-047**

**May 3, 2022**

Shaw Construction Co.  
760 Horizon Drive

Grand Junction, CO. 81506  
242-9236 Fax 241-5618  
Attention Aaron Handke

Allow us to tender our quotation on the project Stoker Stadium rolled entry feature  
for the lump sum price of **\$21,019.00** Subject to the following Inclusions, Exclusions, Terms and Conditions:

*Scope of Work*

Fabricate and install structural and miscellaneous steel per plans with the following inclusions and exclusions.

ADDENDUMS: NONE

DUE TO THE CURRENT VOLATILITY IN THE STEEL MARKET, PRICING ON MATERIAL WILL BE HELD FOR TEN DAYS PAST THE DATE OF THIS QUOTE ONLY. IF NO CONTRACT IS ISSUED WITHIN THIS TEN DAY TIME FRAME PRICING WILL NEED TO BE UPDATED WITH CURRENT MATERIAL PRICING BEFORE GOING TO CONTRACT.

ALL ALTERNATES ARE LISTED ON THE LAST PAGE OF THIS QUOTATION.

ANY BREAK OUT PRICING REQUESTED IS LISTED IN THE ITEMIZATION SECTION.

ANY REQUESTED PRICING BREAK OUTS AFTER THE DATE OF THIS PROPOSAL MAY BE SUBJECT TO ADDITIONAL FEES TO COVER ADMINISTRATIVE COSTS OF DOING SO.

*Notes*

ALL TAXES ARE EXCLUDED.

TIMBERWOLF WELDING WILL NOT COLLECT ANY TAXES OTHER THAN WHAT IS LISTED ABOVE.

This quotation was prepared by using the following drawings. All drawings NOT listed are excluded in their entirety.

ARCHITECTURAL: A02-01 and A02-03, dated 4/8/22.

STRUCTURAL: A20-13, dated 4/6/22.

**E MAIL: timberwolfwelding@live.com**

*This offering includes the following:*

- 1.) Rolled entry frame at NW, quoted Pipe 4" sch 80 with pipe 3" sch 40 braces and flattened expanded metal mesh sandwiched in between flat bar frame.
- 2.) All thread anchor bolts grade B7 with HILTI HY200 epoxy.
- 3.) Costs for shop weld inspections.
- 4.) One coat fabricators standard red oxide primer.
- 5.) Detailed shop and erection plans.
- 6.) Delivery to job site.
- 7.) Installation.

*This offering excludes the following:***JOB SPECIFIC EXCLUSIONS FOR FABRICATOR AND ERECTOR:**

- 1.) ALL SUPPLY AND INSTALL OF SAFETY CABLES.
- 2.) NO SPECIAL INSURANCE. NO OWNER PROVIDED INSURANCE (OCIP or CCIP).  
TIMBERWOLF WELDING, INC. AND OUR SUBCONTRACTORS WILL PROVIDE INDUSTRY STANDARD INSURANCE ONLY FOR ALL PROJECTS.
- 3.) ALL TRAFFIC CONTROL.
- 4.) ALL STEEL SUPPORTS FOR ALL DECK OPENINGS THAT ARE NOT SPECIFICALLY DRAWN ON THE STRUCTURAL PLANS.
- 5.) INSTALLATION OF ANY AND ALL INSULATION FOR ACOUSTIC DECKING WHEN SUPPLIED.
- 6.) Spec. book, none received with bid documents.
- 7.) All letters.
- 8.) Costs and coordination for field weld inspections.
- 9.) Entry arch at the SW corner.

**STANDARD EXCLUSIONS:**

- 1.) DEMOLITION
- 2.) FIELD MEASUREMENTS
- 3.) ALL LIQUIDATED DAMAGES OF ANY KIND.
- 4.) ALL FIELD TOUCH UP PAINT AND FINISH PAINT.
- 5.) ALL BOND COST OF ANY KIND
- 6.) ALL PERMITS, GOVERNMENTAL FEES, LICENSES
- 7.) ALL INSPECTIONS and COST OF ANY KIND
- 8.) FABRICATOR AND ERECTOR EXCLUDE ALL INSTALLATION OF ANY ITEMS EMBEDDED IN CONCRETE OR BLOCK. (BOLTED ITEMS REMAIN IN INCLUSIONS.)
- 9.) LAYOUT OF ALL EMBEDS AND BEAM POCKETS OF ANY KIND.
- 10.) FABRICATOR AND ERECTOR EXCLUDE THE CHECKING OF WORK BY OTHER TRADES.
- 11.) SECTION 05400, STEEL STUDS, SUPPLY OF OR ANY INSTALLATION.
- 12.) NO RETAINAGE WILL BE ALLOWED ON SUPPLY ONLY PROJECTS.
- 13.) ALL STAIR NOSING AT CONCRETE/WOOD STEPS.
- 14.) ALL ITEMS THAT ARE DEMO'D AND THEN NEED TO BE RE-INSTALLED.
- 15.) Supply of anchor bolt templates and setting of anchor bolts or any other embedded steel.
- 16.) Setting of leveling nuts and leveling plates for columns
- 17.) Grout at columns, bearing plates, and handrail sleeves
- 18.) All bolts and fasteners which do not pass through our steel

**E MAIL: [timberwolfwelding@live.com](mailto:timberwolfwelding@live.com)**



- 19.) Carpenter bolts for wood to wood or wood to concrete and masonry or any bolts that pass through our steel to hold other trades material.
- 20.) Bolts and fasteners for other trades
- 21.) Rebar and wire mesh
- 22.) Metal stud framing of any type unless specifically noted in this quotation
- 23.) Prefinished roofing, siding, trim and fasteners
- 24.) General sheet metal of any type
- 25.) Flashings
- 26.) Stainless steel and aluminum unless noted
- 27.) Fire proofing
- 28.) All exit discharge identification barrier at stairs unless specifically noted as custom steel gate or door.
- 29.) Simpson products
- 30.) Signs and posts
- 31.) Chainlink fence and gates
- 32.) Wire mesh partitions
- 33.) Unistrut
- 34.) Roof hatches and doors
- 35.) Louvers and vents
- 36.) Overhead doors, roll-up doors, frames, track and hardware
- 37.) Metal door frames and associated hardware
- 38.) Stands for evaporative coolers or supports for mechanical equipment
- 39.) All performance contracts that make the fabricator or detailer responsible for the design or engineering of all STAIRS, HANDRAILS, GUARDRAILS, TOE PLATES, LADDERS CATWALKS, CONNECTIONS AND OTHER ITEMS as stated in AISC Section 2.2 of the Code of Standard Practice, 13th. Edition.
- 40.) Grates and frames for parking lots
- 41.) Cast iron trench drains and manhole covers and rings
- 42.) Bubble box grates and frames
- 43.) Fabricator and erector exclude all light gage work of any kind including all welding to light gauge.
- 44.) All shoring of any kind.
- 45.) All installation of lintels of any type.
- 46.) All samples of any kind.
- 47.) Traffic control.
- 48.) All steel and fasteners for such at casework/millwright.
- 49.) All holes or penetrations in or through our steel for any Mechanical, Electrical, Plumbing or any other trades.
- 50.) All millwright work of any kind, unless shown in inclusions.

*Terms and Conditions:*

- 1.) Due to changing mill prices, All STEEL PRICING will be held for TEN(10) days from the date of this proposal. Pricing on materials will need to be renegotiated at time of order, due to the volatility of steel pricing. Steel prices may go up soon. No one knows when.
- 2.) This proposal and our quote number shall be part of any future contract or purchase order resulting from this quote.
- 3.) If erection is included in this quote, level, clean and safe access shall be provided for erection equipment and materials.
- 4.) Net / 30 days with progressive payments.

**E MAIL: [timberwolfwelding@live.com](mailto:timberwolfwelding@live.com)**

5.) Retention shall be 5% on the erection cost only. No retention will be allowed on supplied materials. Final payment is based on our contract completion and not the completion of the GENERAL CONTRACTORS contract with owner.

6.) All line and grade shall be the responsibility of others. Per AISC, prior to column erection, one (1) grade nut at each bolt cluster shall be set at proper elevation by customer or GENERAL CONTRACTOR.

7.) If leveling plates are used, Customer or GENERAL CONTRACTOR shall set plates to grade.

8.) This proposal is subject to acceptance within 30 days from the date tendered and shall be subject to satisfactory arrangement of details. The Code of Standard Practice of the American Institute of Steel Construction, December, 2005, is hereby made a part of this proposal and shall govern in all matters to which it is applicable not otherwise provided herein.

9.) It is not the responsibility of Timberwolf Welding Inc. or our erector to check the work of other sub-contractors. This will be done by GENERAL CONTRACTOR prior to erection.

10.) Timberwolf Welding will supply all submittals via electronic copies. Any additional sets of printed copies required by any party shall be provided at a charge of \$1.50 per sheet.

Thank you for the opportunity to quote on this project.

Sincerely,

Lyn Gerle

Estimator

TIMBERWOLF WELDING INC.

**E MAIL: [timberwolfwelding@live.com](mailto:timberwolfwelding@live.com)**

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**From:** Vince Grasso <vgrasso@ascoconstruct.com>  
**Sent:** Wednesday, May 4, 2022 1:58 PM  
**To:** Aaron Handke <aaronhandke@shawconstruction.net>  
**Subject:** RE: Lincoln Park Stadium Upgrades - Entryway Arches

Aaron,  
You can plug in \$3,650.00 for the two north column fixes.  
Thanks,



Vince Grasso, Sr.  
Project Manager  
2259 Logos Court  
Grand Junction, CO 81505  
Email: VGrasso@ASCOConstruct.com  
Office: (970) 243-0351 Fax: (970) 243-0191  
Website: www.ASCOConstruct.com

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## LETTER OF INTENT

Date: May 18, 2021

Company: Shaw Construction

Project: Renovations of Stocker Stadium & Suplizio Field CM/GC RFP-4865-21-DH

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Based upon review of the proposals received, and interviews held, for Renovations of Stocker Stadium & Suplizio Field CM/GC RFP-4865-21-DH, your firm has been selected as the preferred proposer.

It has been determined that next step negotiations must be made in order to move forward to a possible contract award for this project. Upon successful negotiations, it is the intent of the City of Grand Junction to award the aforementioned project to your firm as is listed in the RFP documents, your proposal response, and negotiated terms.

Specifically, your pricing proposal has been reviewed, and while the effort put into your proposal is appreciated, negotiations are needed. The evaluation committee requests that you re-evaluate your pricing for your General Conditions NTE category. Per your response to the inquiry concerning your General Conditions, and your follow up e-mail indicating that you believe there may be cost savings/efficiencies that may be had (without sacrificing the scope of the project). Please provide details explaining pricing adjustments made.

If negotiations are successful, the award for the project must be approved by City Council prior to an official award and contract issued.

Once the contract has been awarded, you may contact Ken Sherbenou, Parks and Recreation Director at 970-254-3881 to begin project scheduling.

Feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards

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

Duane Hoff Jr., Senior Buyer



**Request for Proposal  
RFP-4865-21-DH  
Renovations of Stocker Stadium &  
Suplizio Field CM/GC**

**RESPONSES DUE:**

May 7, 2021 prior to 3:00 PM MDT

**Accepting Electronic Responses Only**

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

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

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

**NOTE: All City solicitation openings will continue to be held virtually.**

**PURCHASING REPRESENTATIVE:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

(970) 244-1545

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**

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## **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, on behalf of the Parks and Recreation Department. All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

Duane Hoff Jr., Senior Buyer

[duaneh@gjcity.org](mailto:duaneh@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, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional Firms, interested in providing CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR (CM/GC) services for the proposed renovations of both Stocker Stadium and Suplizio Field. The project is located at 1315 North Avenue, Grand Junction, CO. The City has selected Perkins & Will as the design firm working with a collection of sub-consultants. This proposal includes pre-construction services for work with the City and the Architect during design.
- 1.3 Mandatory Site Visit Meeting:** A mandatory site visit meeting is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the mandatory site visit meeting shall not be eligible to submit a response to this RFP. The primary, lead CM/GC firm must be in attendance. Meeting location shall begin at Stoker Stadium Ticket Office located in the parking lot on the south side of Suplizio Field at 998 N 12th St, Grand Junction, CO on April 26, 2021 at 1:00 p.m.
- 1.4 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.5 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 Owner 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.
- 1.6 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 (<https://www.rockymountainbidsystem.com/default.asp>).** **This**



site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "**Electronic Vendor Registration Guide**" at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "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**).

Please join Solicitation Opening, RFP-4865-21-DH, Renovations of Stocker Stadium & Suplizio Field CM/GC on GoToConnect from your computer using the Chrome browser.  
<https://my.jive.com/meet/201727549>  
You can also dial in using your phone.  
US: (571) 317-3116

Access Code: 201-727-549

- 1.7 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.
- 1.8 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.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 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 Purchasing Division. 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.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions 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.

- 1.12 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 Owner. 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.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner 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 entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.14 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 Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, 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 Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 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.

## 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 Letter of Interest or Cover Letter by the autographic signature of 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 including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner'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 Owner 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 Owner are, and shall remain, Owner 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, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the

Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.9. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and

quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

- 2.10. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.11. 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.
- 2.12. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.
- 2.13. Miscellaneous Conditions:** Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.14. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.15. Performance & Payment Bonds:** After design & construction documents completion, but prior to construction commencement, 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.

- 2.16. 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.
- 2.17. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.18. Liquidated Damages for Failure to Meet Project Completion Schedule:** Once a construction schedule is set and agreed upon by both Owner and Contractor, 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 **\$1,500.00** 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.

- 2.19. 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.
- 2.20. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.



- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.22. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.23. 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 they find 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. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.24. 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.
- 2.25. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner

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

- 2.27. 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.
- 2.28. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.29. Acceptance Not Waiver:** The Owner'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 Owner'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.
- 2.30. 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 amendments to the contract shall be made in writing by the Owner.
- 2.31. 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 Owner.
- 2.32. 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.

- 2.33. 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.
- 2.34. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.35. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.36. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner 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.
- 2.37. 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 Services.
- 2.38. 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.
- 2.39. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.39.1. 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.
  - 2.39.2. 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.
  - 2.39.3. 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.

- 2.40. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.41. 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).
- 2.42. 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 Owner.
- 2.43. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.44. 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.
- 2.45. 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.
- 2.46. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the 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 Owner growing out of such injury or damages.
- 2.47. 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.
- 2.48. 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 Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.49. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.50. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.51. 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.
- 2.52. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Venue:** Any agreement as a result of responding to 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.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.55. 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.
- 2.56. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner'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 Owner'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.
- 2.57. 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 Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.58. 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 Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.59. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.60. 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.
- 2.61. Performance of the Contract:** The Owner 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 Owner in the event of breach or default of resulting contract award.
- 2.62. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.63. Default:** The Owner reserves the right to terminate the contract 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 Offeror.
- 2.64. Multiple Offers:** 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.
- 2.65. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. 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 Owner. It does not include quantities for any other jurisdiction. The Owner 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 Owner 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.
- 2.66. Definitions:**
- 2.66.1. "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives

of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.

- 2.66.2. "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
- 2.66.3. The term "Work" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.66.4. "Owner" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub- Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.66.5. "Contractor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.66.6. "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.

**2.67. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner 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 Owner.

**2.68. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state



that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

"Public project" is defined as:

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

### **SECTION 3.0: INSURANCE REQUIREMENTS**

**3.1 Insurance Requirements:** The selected Firm 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 Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm 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.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. 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 in the Special Conditions:

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

(b) **General Liability insurance** with minimum combined single limits of:

FIVE MILLION DOLLARS (\$5,000,000) each occurrence and  
FIVE MILLION DOLLARS (\$5,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed 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 (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single 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 Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (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 Contractor. The Contractor 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 general scope of services to be obtained as a result of this RFP includes preconstruction services, value engineering, construction management ("CM") and general contractor ("GC") services relative to the renovation construction of Stocker Stadium & Suplizio Field. The selected CM/GC will work collaboratively with the design team (led by Perkins&Will) and the Owner in the development of the design, recommending cost saving strategies and system selections to best meet the intent and schedule as described herein. The CMGC shall consistently review the design documents, including drawings and specifications for appropriateness to means and methods, cost efficiencies and overall schedule control.. The selection of the CM/GC is expected to be concluded and approved by the City Council on June 2, 2021.

The timeline for this project is ambitious. All planning, design and construction efforts will be expedited to the extent possible. The Owner intends to establish a Not to Exceed Price for all Pre-Construction Services, and a Guaranteed Maximum Price for the Construction portion of this project.

In 2019, the Parks Improvement Advisory Board (PIAB) comprised of the City of Grand Junction, Mesa County, School District 51, Colorado Mesa University and Grand Junction Baseball, conducted a Master Plan process that identified improvements, repairs and renovation priorities at the Stadium.

**Stocker Stadium:** Opening in 1949, Ralph Stocker Stadium is run by the City of Grand Junction and is the home of the Colorado Mesa University Mavericks football team and local high school football. Other activities held on the field include high school and college commencements, Special Olympics Summer Colorado State Games and the Western Colorado Marching Band Festival.

The field has lights for the football teams to play night games in the early part of the hot, fall season in Grand Junction. The field is covered in the latest brand of field turf and is set up on a great draining system allowing for reduced maintenance.

In 2012, Stocker Stadium underwent an \$8.6 million renovation including TV ready lights, expanded seating area, new press box, luxury suite, concourse, restrooms, and concession stands.

**Suplizio Field:** Suplizio Field is owned by the City of Grand Junction and located in the northwest corner of Lincoln Park. It is currently home to the Grand Junction Rockies Pioneer League Baseball team, and also hosts the Colorado Mesa University Baseball team as well as the Junior College World Series each year beginning Memorial Day Weekend.

Built in 1949, the stadium has been expanded several times in the past decades. The most recent expansion included a four-story tower built in 2012 between the baseball field and the Stocker football field (this is referred to as the Tower).

The City seeks to hire a CM/GC to fully collaborate with the City and selected Architectural/Engineering firm in order to provide all services necessary to perform design, engineering, construction, management, etc. for the successful completion of the project.

Therefore, the City of Grand Junction Purchasing Department is requesting proposals from CM/GC's to assist in providing collaborative design services, scope, specifications, prepare construction drawings, assist in development of bid documents, with the Architectural/Engineering firm led by Perkins & Will. The design portion of the project calls for the following:

- Preliminary Design Review (FIR) with plans for review by City and stakeholders
- Final Design Review (FOR) with Construction Drawings, Standard and Project Specifications, and Probable Opinion of Construction Costs for review by City and stakeholders
- Preparation of construction plans and documents to be included in the Solicitation for Construction Documents published by the City. Assistance with bidding services includes aiding the City Project Manager in responding to questions and completing the addenda as part of the contractor selection process.

**Additional Background:** The following projects in the 2-4 year improvements phase of the improvement plan reflect the top two to three priorities from the perspective of each PIAB partner. The project list has yet to be finalized but examples of projects likely to be included are as follows. The current list of probable projects is enclosed with this RFP. This current list can be found in Section 4.7 Attached Documents.

- Enhanced Entry | Circulation | Seating - This includes the demo of the north bleachers and seat pans, reconstructing the north bleachers and seat pans behind home plate with

900 chair back seats and 3,000 bleacher seats, a camera platform and scorer's box, a renovation of the main entry to create an open plaza and a new ticketing and retail/display building.

- Stocker Stadium Ticketing, Infrastructure and Bleachers - Renovations involve replacing the water main under the field, adding a new plaza and ticketing building for the west stadium entry, the demo of the west bleachers and seat pans, reconstruction of the west bleachers and seat pans for 2,500 seats, and relocation of light poles.
- Suplizio Field Outfield Replacement - The outfield quality is deteriorating, largely because of drainage issues and the proliferation of an invasive Poa species of grass, that is spreading throughout the outfield. This will replace the entire turf area of the outfield and install proper drainage infrastructure. As an alternative, we are open to exploring artificial turf as an option.
- Parking Lot and Site Improvements - With minimal changes to the curb, gutter and sidewalk, it is possible to expand the available parking from 415 to 500 spaces. Some light poles will need to be relocated.
- IT/Electrical/AV Infrastructure Upgrades - Many portions of the Stadium infrastructure are antiquated. These major upgrades will dramatically improve the function of the facility. This upgrades all IT at all ticketing locations and the Lincoln Tower Press Box, upgrades the electrical under the north bleachers, adds electrical in the endzones for VIP at Stocker, upgrades the sound system, adds audio-visual to camera platforms and plug-ins, and improves the audio-visual for the scoreboard and marquee.

The Master Plan document adopted by the Parks Improvement Advisory Board (PIAB) is included for reference. PIAB is comprised of the City of Grand Junction, Grand Junction Baseball (who organizes the annual JUCO tournament for the past 60 years), Colorado Mesa University (CMU), District 51 School District and Mesa County.

- 4.2. Budget:** The budget for this project (including all related design and construction) is estimated at approximately \$8,000,000 to \$9,000,000, depending on grant approvals. The construction cost is anticipated to be \$6.7 million after design fees and other soft costs.
- 4.3. Grants:** The City, in collaboration with the Grand Junction Baseball Committee, Colorado Mesa University and the other PIAB partners, plans to pursue a Department of Local Affairs (DOLA) grant in 2021. The City plans to pursue a \$1,000,000 grant due September 3, 2021 with an award decision in December of 2021. The grant should have a 50% match and the owner may not be under contract for construction for the elements described in the project application prior to execution of grant contract with DOLA. The A/E and CM/GC will be involved in advising the decision on what to apply for with this grant opportunity. A Federal Mineral Lease District for Mesa County (FML) as well as a Great Outdoors Colorado (GOCO) may also be pursued in the fall of 2021.
- 4.4. Designer:** The Owner has selected Perkins & Will as the design firm for this project. The Owner shall require maximum collaboration by the Architect, the Construction Manager/General Contractor and the Owner's project staff and other Stadium Improvement Committee members to insure value engineering through constructability

assessments, during the preconstruction phase, as well as the construction phase of the project.

#### **4.5. Special Conditions/Provisions:**

**4.5.1 Mandatory Site Visit Meeting:** A mandatory site visit meeting is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the mandatory site visit meeting shall not be eligible to submit a response to this RFP. The primary, lead CM/GC firm must be in attendance. Meeting location shall begin at Stoker Stadium Ticket Office located in the parking lot on the south side of Suplizio Field at 998 N 12th St, Grand Junction, CO on April 26, 2021 at 1:00 p.m.

**4.5.2 Term of Contract:** By submitting a response to this RFP, the proposer agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Council may terminate all or part of this Contract immediately without further liability.

**4.5.3 Pricing/Fees:** 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), all design related services, travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, general conditions, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

Contractor shall submit pricing as follows: Not to Exceed Price for all Pre-Construction Services for this project; and % of OH&P for Construction Services for this project; and Not to Exceed Price for all General Conditions. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project.

For pricing purposes for this solicitation process, Firms shall presume a total project budget (to include all related design and construction) of \$8,000,000. NOTE: If grants come to fruition, then an amendment to the contract will be made as needed. Provide the above mentioned pricing using Solicitation Response Form found in Section 7.

All fees will be considered by the Owner to be negotiable.

Also see Section 5.0, paragraph H.

**4.5.4 Codes:** The A/E shall ensure that project design, scope and specifications meet all Federal, State, County, and City Codes.

#### **4.6. Scope of Services:** The general scope of services to be obtained as a result of this RFP includes preconstruction and Construction Services. These services shall consist of the following: (also see attached complete “as-built” drawings for Stoker Stadium and Suplizio Field).

#### **4.6.1 Pre-Construction Services**

- a. **Design Consultation During Project Development** – Attend regularly scheduled meetings (as needed) with the Architect and the City during design development, and development of construction documents, to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors related to cost including alternative designs or materials, preliminary budgets and possible economies. Consult with the City and the Architect to finalize construction-phasing plans based upon the preliminary project plan included with the Construction Manager's original proposal. Present schedule and cost associated with each plan. The Construction Phasing Plan must consider construction feasibility, availability of materials and labor, coordination with the City's on-going activities on the Project sites, and other factors related to time, cost and safety.

b. **Cost Estimating, Scope Management and Value Engineering**

The CM-GC shall prepare a cost estimate based on the Schematic Design package and provide a complete review and comparison with the Perkins & Will's cost estimates as reflected in the 2019 Stadium Master Plan document. The CM-GC can use whatever means and methods deemed necessary to develop the estimate, including use of subcontractor pricing, historical unit costs, etc. The estimate shall be sufficiently detailed to enable review, by the City and the Architect, of all site and building components and systems. The CM-GC shall be expected to identify and present scope adjustment, value engineering or cost reduction ideas generated as a result of the estimating process. The CM-GC will work with the City and the Architect to develop a scope of work that fits within City's available budget for site and building construction. Any pre-qualified and likely bidders (design-build, in some instances) for major elements of the renovation, such as bleachers (including thoughts on pursuing aluminum bleachers) and AV systems should be included in the proposal.

The CM-GC shall prepare similar cost estimate at completion of Design Development.

- c. **Scheduling** – Develop a Project Time Schedule that coordinates and integrates the Architect's design efforts with construction schedules. Update the Project Time Schedule incorporating details for the construction operations of the project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop drawings, and samples and delivery of products requiring long lead-time procurement. The schedule shall include the City's other construction activities (i.e. Abatement, FF&E, Data/Telecommunications, etc.) necessary for coordination and occupancy requirements showing portions of the Project having occupancy priority.

The schedule shall take into account all uses as the stadium and work towards minimizing interruption to the many events, seasons and leagues by the various users. The CM/GC and A/E will work collaboratively to coordinate the work of the sub-contractors in a way that minimizes cost while also minimizing interruption of normal seasonal activities. Some items may be postponed, rescheduled or held elsewhere while others require maximum facility availability such as the JUCO World Series. This will be a balance that will require regular communication and joint decision making between the Owner, the A/E and the CM/GC.

As of April 2021, we know a general idea of what the seasons will look like, but as we continue to work through COVID-19 restrictions, we hope to have more information and detail. Here is a rough outline of the schedule of regular events in a non COVID year (2020 looked vastly different than most years).

**January** - Hospitality Events

**Mid-February** - Colorado Mesa Baseball

**March** - Colorado Mesa Baseball, SD 51 Baseball, SD 51 Track

**May** - Colorado Mesa Baseball, RMAC Championship, NCAA Regional Tournament, SD 51 Baseball, Graduations, Grand Junction Rockies Baseball

**Last week of May first week of June (beginning Memorial Day Weekend)** - JUCO Tournament

**June** - Grand Junction Rockies Baseball, Special Olympics State Games

**July** - Grand Junction Rockies Baseball

**August** - Grand Junction Rockies Baseball, Colorado Mesa Football, SD 51 Football

**September** - Grand Junction Rockies Baseball Postseason, Colorado Mesa Football, SD 51 Football

**October** - Colorado Mesa Football, SD 51 Football

**November** - Colorado Mesa Football, SD 51 Football, football playoffs

**December** - Hospitality Events

**September through February** - No baseball

**December through March** - No football or Colorado Mesa Baseball - Games are on Friday, Saturday and Sunday

**SD 51 Baseball** - Games are typically 6:00 pm Monday through Friday and Saturday day games

**Grand Junction Rockies** - Games are at 6:00 or 6:30 pm daily during season

**SD 51 Track** - Varsity Track meets are on Friday/Saturdays all day, middle school track meets Tuesday and Thursdays after 3:00 pm

**SD 51 Football** - Thursday and Friday, Saturday

**Colorado Mesa Football** - Saturday

- d. Site Investigation – After receiving Construction Documents, Construction Manager shall conduct a walkthrough of the project to familiarize itself with the proposed Scope of Work and document the existing conditions of the facilities and/or site. The Construction Manager shall provide a written report to the City of any discrepancies or issues and their affects to the project identified during the site investigation walk through.
- e. Construction Estimate – Prepare a construction estimate for the work based on a quantity



survey of drawings and available specifications. Update and refine the construction estimate for the City's approval and acceptance as the development of the drawings and specifications proceeds. Provide detailed construction costs estimates at the completion of 100% Schematic Design (SD) and 100% Design Development (DD) documents produced by the Architect. Estimate shall include the bid amounts and construction contingencies.

- f. It is anticipated that an early release package (Design Development) is needed to ensure project schedule adherence, therefore Contractor shall provide cost/pricing at the completion of the Design Development phase, at which point an initial contract shall be established (upon City Council approval). Guaranteed Maximum Price shall be submitted for approval upon completion of the Construction Documents, at which point a change order shall be established (upon City Council approval).
- g. Value Engineering (VE) – At the end of both Schematic Design (SD) and Design Development (DD), Construction Manager shall complete a technical review and analysis of systems and materials being considered in the design to produce the greatest value for the least cost, including life cycle analysis.

(1) Design Review/Coordination of Contract Documents – Conduct a formal review of 100% Design Development documents produced by the Architect. These reviews shall address estimated cost, completeness of design, coordination of documents, and construction feasibility and work phasing and shall include detailed reviews of the structural, mechanical, plumbing and electrical work described. A written report of findings, including recommended revisions and/or value engineering proposals, shall be submitted to the City and the Architect within one week of receipt of said documents. Verify that all identified deficiencies and/or revisions authorized by the City are acknowledged by the Architect and incorporated in all subsequent documents presented and in the final Construction Documents.

- h. Construction Logistic Plan – Throughout the course of design & bidding, develop (with the input from the Architect and City) options regarding the execution of the work that will be performed within the existing occupied facility. Upon the completion of design, and as part of the amendments to the contract sum, document and/or identify in the appropriate detail as required and/or approved by the City, construction sequencing and actions required to mitigate adverse effects to ongoing daily operations of areas affected by construction activities.
- i. Subcontractor Pre-Qualification – Develop and implement a subcontractor pre-qualification process, with the cooperation and approval of the City and the Architect. Recommend early pre-qualification of critical subcontractors as deemed advisable, especially for stadium seating/bleachers and mechanical and electrical work.
- j. Labor – Analyze the types, quantity and availability of appropriate categories of labor required for various phases of the Project.
- k. Bidding – The Construction Manager shall establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Solicit and receive competitive and responsible bids on the Work from qualified subcontractors and materials suppliers, pursuant

to bidding procedures acceptable to the City.

- l. Conferences – In concert with the City and the Architect, conduct pre-construction conferences with successful subcontractors.
- m. Work Task Coordination – The CM/GC shall work collaboratively with the A/E (in conjunction with the Owner) throughout the process. The Owner expects that the CM/GC and A/E work as a team to produce design documents that consider constructability and placed an importance on value engineering where possible.

The A/E shall provide construction administration services in conjunction with the CM/GC, including participation in periodic on-site meetings, submittal reviews, construction inspection services, and any other necessary item to ensure proper construction of the project. Construction administration may include daily observation during critical construction periods and periodic observations during less important periods of construction. CM/GC shall have overall responsibility for budgeting and construction estimating. A/E shall work with CM/GC on feasibility of systems, document completeness and acceptability, and alternatives for bidding.

#### **4.6.2 Construction Services**

- a. Pre-Construction Conference – Prior to the commencement of work, the Construction Manager shall submit to the Architect and the City in reasonable detail and format acceptable to the Architect and the City, copies of the following documents:
  - 1. Submittal log and schedule.
  - 2. Request for Information (RFI) form and log format.
  - 3. Request for Change Order form and log format.
  - 4. List of inspections required by the Contract Documents.
  - 5. Quality Control (QC) plan.
  - 6. Safety plan.
  - 7. Copies of required permits.

Upon review of the above documents by the Architect and the City, the Construction Manager shall facilitate a Pre-Construction Conference and establish project procedures and construction schedules.

- b. Project Control – Supervise the Work of the subcontractors and coordinate the Work with the activities and responsibilities of the City and Architect in order to complete the Project in accordance with the City's objectives of cost, time and quality.
- c. Staffing – Maintain, at the Project site, a competent staff as approved by the City, to coordinate, provide overall direction of the Work, and monitor progress of the subcontractors on the Project. Assign to the Project, for the duration of the Work through correction of punch-list, a full-time competent Superintendent and any necessary assistants, as satisfactory to the City, in accordance with executed Amendments and/or Construction Managers General Conditions. The Superintendent shall not be changed except with the consent of the City. The Superintendent shall see that the Work is carried out in accordance with the Contract Documents and shall be full time and/or shall be

present on the project site during the execution of all work associated with this Agreement unless authorized by the City.

- d. Organization – Establish, document and communicate an on-site organization and lines of authority in order to carry out the overall plans of the Project team.
- e. Coordination – Establish and implement procedures for coordination among the City, Architect, subcontractors and the Construction Manager with respect to all aspects of the Project. Schedule and conduct weekly progress meetings with the Architect and the City. Construction Manager shall be responsible for recording and distribution of meeting minutes
- f. Schedule Monitoring and Updating– Provide regular monitoring and monthly updating of the schedule as construction progresses. Identify potential variances between scheduled and projected completion dates. Review schedule for work not started or incomplete, and recommend to the City and Architect, sub-contractors adjustments in the schedule to meet the scheduled completion date.
- g. Progress Meetings – The City, CM/GC, and A/E shall meet, either in person or by conference calls (Zoom or similar video) at regularly scheduled Project Working Group Meetings held at approximate two-week intervals throughout the project. Meetings shall include A/E PM, City PM, CM/GC, and other stakeholders as identified and required during the design and construction progress. The Project Working Group meetings shall be used to coordinate the work effort and resolve any outstanding issues or problems. The Meetings shall focus on the following topics:
  - Activities completed since last meeting
  - Problems encountered or anticipated
  - Late activities or activities slipping behind schedule
  - Solutions for unresolved or newly identified problems
  - Schedule of upcoming activities
  - Information on items required, or comments from stake holders.
- h. Change Orders – Develop and implement a system for the expeditious review and processing of Change Orders. Propose necessary or desirable changes in the Scope of Work to the City and the Architect, review requests for changes, submit recommendations to the City and the Architect and negotiate Change Orders with subcontractors.
- i. Permits – Secure all necessary permits, licenses and inspections for the proposed completion and execution of the Work. Coordinate and schedule all inspections. Create and maintain a log of all inspection including copies of all “sign-offs.”
- j. City’s Consultants/Contractors – If required, assist the City in the coordination of a surveyor, testing laboratories other special consultants, telecom/data, temperature controls and other contractors contracted directly to the City involved with work associated with contract documents.

- k. **Safety Measures** – Establish procedures and measures for the safety of persons and property at and around the site of the Work. Assure compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.
- l. **Quality Control Program** – The Construction Manager shall establish and maintain a Quality Control (QC) Program specific to the Project. The QC program shall consist of the Construction Manager's QC organization, the project specific QC plan, QC meetings, the phases of control, submittal review and approval, testing and inspections, and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations compliance with the requirements of the Contract Documents.

Quality Control is the responsibility of the Construction Manager. This Quality Control is not to be mistaken for the Quality Assurance Program provided by the City (construction materials testing & Special Inspection services, Architect/Engineer observations, etc.). These City-provided inspection and/or observation services are for the purpose of verifying the Construction Manager's Quality Control.

- m. **Contract Interpretations** – Refer all questions, in writing, relative to interpretations of design intent to the Architect. Construction Manager shall implement an effective system for recording and tracking questions (RFI) and responses through final resolution and distribution to all parties concerned. At the weekly progress meeting, Construction Manager is to identify any critical questions (RFI) that may impact either schedule, cost or quality of the Project.
- n. **Material Submittals, Shop Drawings and Samples** – In collaboration with the Architect, establish and implement procedures for expediting the processing and approval of material submittals, shop drawings and samples. The Contractor shall plan on ten working days for submittal review by the A/E team.
- o. **Reports and Project Site Documents** – Record the daily progress of the Project in a daily log available to the City and the Architect. Submit, on a weekly basis, written progress reports and summaries of meetings to the City and the Architect, including information of the subcontractors' work, labor resource levels by trade, safety violations, inspections or tests and the percentage of completion of item relative to the Project Schedule.
- p. **Record Documents** – Maintain at the Project site, on a current basis, records of all contracts, shop drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions and any other documents and revisions thereto which arise out of the Project or the Work.
- q. **Start-Up and Training** - With the City's maintenance personnel, schedule and direct the checkout of utilities, operating systems and equipment for readiness and assist in their initial start-up and testing by the appropriate subcontractor, representative or authority.
- r. **Attic Stock** - Turn over to the City all keys and maintenance/attic stocks required by the Contract Documents.

- s. Warranty – During the one-year warranty period, which starts at the date of Substantial Completion, perform two (2) warranty inspections, 1 each at 6 months and 11 months, and ensure that Work which proves defective or deficient during such time is corrected either by the subcontractors or by such other means as shall be required. Administer the one-year warranty period by the City's Warranty Work Request process.

**4.7. Attached Documents: Click Links**

1. [Project location map](#)
2. As-Built Drawings for Stoker Stadium and Suplizio Field:
  - [Pages from Lincoln Park Stadium Tower](#)
  - [2010 Lincoln Park Stadium Geotechnical Report](#)
  - [Suplizio Field Baseball Stands \(Home Base & Third Base Line\)](#)
  - [Suplizio Field Press Box](#)
  - [Stoker Stadium Football Stands \(West\)](#)
3. [Geotechnical Report](#)
4. [2019 Stadium Master Plan](#)
5. [Scope Development by Stadium Improvement Committee](#)

**4.8. RFP Tentative Time Schedule:**

- |  |                 |
|--|-----------------|
| • Request for Proposal available                 | April 16, 2021  |
| • Mandatory Pre-Proposal Meeting                 | April 26, 2021  |
| • Inquiry deadline, no questions after this date | April 30, 2021  |
| • Addendum Posted                                | May 4, 2021     |
| • Submittal deadline for proposals               | May 7, 2021     |
| • Owner evaluation of proposals                  | May 10-14, 2021 |
| • Interviews (if required)                       | May 18, 2021    |
| • Final selection                                | May 19, 2021    |
| • City Council Approval                          | June 2, 2021    |
| • Contract execution                             | June 3, 2021    |

**4.9. Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidssystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” 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 Owner requires that proposals be formatted **A** to **I**:

- 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 person with Owner’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 (to include specifics to stadium construction, renovation, and repairs) for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects. Information provided shall include but is not limited to:
- Organizational chart of company and/or project team
  - Identification of key personnel
  - Professional qualifications, resumes and functions of personnel who will be assigned to the project
  - Specific related project experience of personnel
  - Personnel availability and time commitment proposed to meet the project schedule
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe your proposed CM/GC management strategy and/or plan for achieving the objectives of this RFP. Provide examples of control systems you propose to use in the execution of this project:
- Cost control
  - Schedule control
  - Quality control (value engineering, methodology)
  - Value Engineering

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. Current and Anticipated Workload:** Describe your current workload and expectations in coordinating your current projects, anticipated projects and this project.
- E. Capability/Performance:** Provide brief project descriptions and histories that delineate your ability for at least four (4) projects completed in the past five years with a similar size and scope to this project. Provide as a minimum:
- Project description
  - Project budget at SD and DD
  - Guaranteed Maximum Price; delineate specifically the fee and general conditions cost totals
  - Total dollar amount of change orders (exclusive of change of scope change orders)
  - Completed project cost inclusive of all change orders, final contractor fees, and general conditions.
  - Gross square footage, number of stories, and number of parking spaces
  - Major structural system(s)
  - Special or unique conditions, systems, characteristics, etc., including work that was fast tracked to meet an expedited schedule
  - Original and actual construction schedule comparisons
  - Owner's representative name and contact information
- F. Bonding Capacity:** Provide proof of bonding capacity for this project including CM/GC fees along with current and anticipated project workloads.
- G. References:** A minimum of five (5) **references** that can attest to your experience in projects of similar scope and size. **Please also summarize the projects completed with these references including:** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Original Project Budget, Final Project Cost, Pictures, and Explanation of variation from original budget to final project cost.
- H. Fee Proposal:** The construction duration for this project will be determined during the course of design and the development of the "Construction Logistics Plan". Contractor shall submit pricing as follows: Not to Exceed Price for all Pre-Construction Services for this project; and % of OH&P for Construction Services for this project; and Not to Exceed Price for all General Conditions. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project. Include the following:

**1. Fee & Pre-Construction Services**

The Construction Manager fee shall be all inclusive, and include all job indirect costs, home office overhead and profit, including, but not limited, to the following:

- a Salaries benefits and taxes or other compensation of the Construction Manager's employees at the principal office and branch offices;
- b General operating expenses of the Construction Manager's principal and branch offices other than the field office;
- c Any part of the Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Project;
- d Overhead or general expenses of any kind;
- e Salaries of the Construction Manager's principal(s) or branch office employees when at the field office in whatever capacity employed and such employees when engaged on the road



- in expediting the production or transportation of materials and equipment;
- f Cost of data processing services required in the performance of the Work;
- g Cost of the premium for all insurance which the Construction Manager is required to procure by this Agreement or is deemed necessary by the Construction Manager;
- h Minor expenses such as facsimile messages, telegrams, long distance telephone calls, express mailing and similar petty cash items in connection with Pre-construction and/or the Construction Services;
- i Normal business expenses – payroll, consultants, materials, phone, postage, etc. Cost of insurance. In-house computer time and service. Word processing, accounting, and person-hour records. Permits and license fees. Mileage. Travel fees, room and board, per diem. Printing costs. Film and procession. Overtime. Any additional survey work. Additional required services.

## **2. General Conditions**

The Construction Manager General Conditions shall include all job direct onsite management costs including, but not limited, to the following:

- a Onsite Staff – Project Manager, Project Superintendent, Assistant Superintendent(s), Office/Field Engineers, Field Inspectors, Secretary and all staff necessary to complete all tasks required. All onsite employees of the Construction Manager with the exception of self-performed work authorized by the City and bid in accordance with this agreement, shall be considered staff and shall be identified within the General Conditions and not part of the “Direct Cost of the Work”.
  - b Onsite Equipment and office expenses – personal computers, copy machine, fax machine, first aid supplies, office or trailer rental (including moving costs), storage trailer, telephones, generators (for construction manager’s office), radios and office furniture, facsimile messages, telegrams, long distance telephone calls and mailings;
  - c Onsite Services – temporary toilets, project sign, bulletin boards, street / walk / parking lot cleaning / snow removal and trash removal;
  - d Onsite Utilities – temporary enclosures / weather protection, temporary building heat, temporary electrical service, temporary gas and power charges and temporary water;
  - e Safety – safety programs, handrails and toe boards, fire extinguishers and general fire protection, temporary stairs, construction fencing and covered walkways;
  - f Insurance and Bonds – errors and omissions, general liability, workers’ compensation, FICA, federal and state unemployment and performance and payment bonds and builders risk;
  - g Miscellaneous – project photographs, warranty inspection and coordination, jobsite construction fencing, storage or tool trailers, protection of open space, etc., construction sign and on-site construction signage, jobsite communications (radios, etc.), mailing and shipping of shop drawings, samples, etc., snow and ice removal (specify amount or use an allowance), security costs, final clean-up, assistance in start-up and owner orientation for all building systems, preparation, issuance to owner of record drawings (red-lined as-built drawings) for use by the architect (and engineers) to complete final as-built drawings and required Operating and Maintenance manuals, small tool allowance, safety and safety manager, dust control, scaffolding, temporary heat, travel, per diem, punch list and project close-out.
- I. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

- J. Financial Statements:** If selected as the preferred proposer, Owner may require proposer to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 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.
- 6.2 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 Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

The following collective criteria shall be worth 90%
<ul style="list-style-type: none"><li>• <b>Responsiveness of Submittal to the RFP (5)</b> (Firm 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.)</li><li>• <b>Understanding of the Project and Objectives (30)</b> (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)</li><li>• <b>Experience (30)</b> (Firm's proven proficiency in the successful completion of similar projects.)</li><li>• <b>Strategy &amp; Implementation Plan (25)</b> (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.)</li></ul>
The following criteria shall be worth 10%
<ul style="list-style-type: none"><li>• <b>Fees (10)</b></li></ul>

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner 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.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews. The schedule for this is described above.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

## SECTION 7.0: PROJECT SCHEDULE

The key milestones for the **Lincoln Park Stadium Renovation Schedule**.

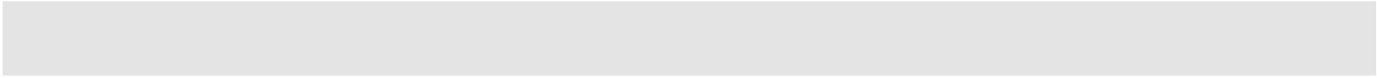
**The current schedule as conceived by Perkins & Will is as follows:**

<b>Date</b>	<b>Schedule Item</b>
<u>April 12, 2021</u>	Design Team Notice-to-proceed issued by Owner
<u>April 26, 2021</u>	Meet with owner to solidify scope
<u>April 26, 2021</u>	Submit CMGC RFP/RFQ to Owner
<u>May 03, 2021</u>	Owner Approves CMGC RFP/RFQ
<b><u>May 24, 2021</u></b>	<b>CMGC RFP/RFQ Due</b>
<u>May 24, 2021</u>	Submit 35% design set
<u>June 07, 2021</u>	Meet with Owner to discuss review 35% design
<b><u>June 07, 2021</u></b>	<b>CMGC Notice-to-proceed issued by Owner</b>
<u>June 14, 2021</u>	Hold project meeting with Owner and CM/GC
<u>June 28, 2021</u>	Submit 65% design set
<b><u>July 26, 2021</u></b>	<b>Meet with Owner and CMGC to discuss review 65% design</b>
<u>Aug 23, 2021</u>	Submit 100% design set
<u>Aug 23, 2021</u>	Submit Construction Documents for review (by AHJ)
<u>Sept 06, 2021</u>	Meet with Owner and CMGC to discuss review 100% design
<u>Sept 20, 2021</u>	Submit Construction Documents for review (by Owner and GC)
<b><u>Sept 20, 2021</u></b>	<b>Start Demo &amp; Site Setup</b>
<u>Sept 27, 2021</u>	Start Construction
<u>Feb 07, 2022</u>	Completion Date Suplizio Field – Outfield, Main Entry, & Parking
<u>Apr 21, 2022</u>	Completion Date Stocker Field
<u>May 02, 2022</u>	Completion Date Suplizio Field – Seating Sections
<u>May 02, 2022</u>	Completion Date Entire Stadium

**The CM/GC should evaluate the schedule put forth by Perkins & Will with narrative described below the completion of the CM/GC schedule below as part of the proposal and include any other key dates needed. Also, if the CM/GC believes a certain date related to the A/E is in need of revision, please indicate this in your proposal.**

<b>Date</b>	<b>Schedule Item</b>
<u>                    </u>	CMGC Notice-to-proceed issued by Owner
<u>                    </u>	Hold project meeting with Owner and CM/GC
<u>                    </u>	Review submitted 35% design set
<u>                    </u>	Meet with Owner to discuss review 35% design
<u>                    </u>	Review Submit 65% design set

	Meet with Owner and A/E to discuss review 65% design
	Review Submitted 100% design set
	Meet with Owner and A/E to discuss review 100% design
	Establish GMP
	Start Construction
	Completion Date Suplizio Field
	Completion Date Stocker Field
	Completion Date Entire Stadium



## SECTION 8.0: SOLICITATION RESPONSE FORM

**Bid Date:** \_\_\_\_\_

**Project:** RFP-4865-21-DH "Renovations of Stoker Stadium & Suplizio Field CM/GC"

**Bidding Company:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

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

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

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

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

Prices in the 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 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 Owner 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, Scope of Services, and other Contract Documents.

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

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

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

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

**COST/PRICING PROPOSAL FORM**  
**RFP-4865-21-DH "Renovations of Stoker Stadium & Suplizio Field CM/GC"**

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

**CM/GC Cost/Pricing proposal shall be based upon a \$6,700,000 construction budget.**

- |   |            |  |
|---|------------|--|
| 1. CM/GC Pre-Construction Services Fee                                  | \$         |  |
| 2. CM/GC Construction Services Fee (OH&P)<br>(provide in both % and \$) | % _____ \$ |  |
| 3. General Conditions (NTE)   | \$         |  |
| <b>Total CM/GC Fee</b>  | <b>\$</b>  |  |

**Total CM/GC Fee Written:**

\_\_\_\_\_

Please provide a detailed breakdown to adequately describe the CM/GC services and associated anticipated reimbursable costs so as to demonstrate as complete an understanding as possible of the services provided.

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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



Purchasing Division

## **ADDENDUM NO. 1**

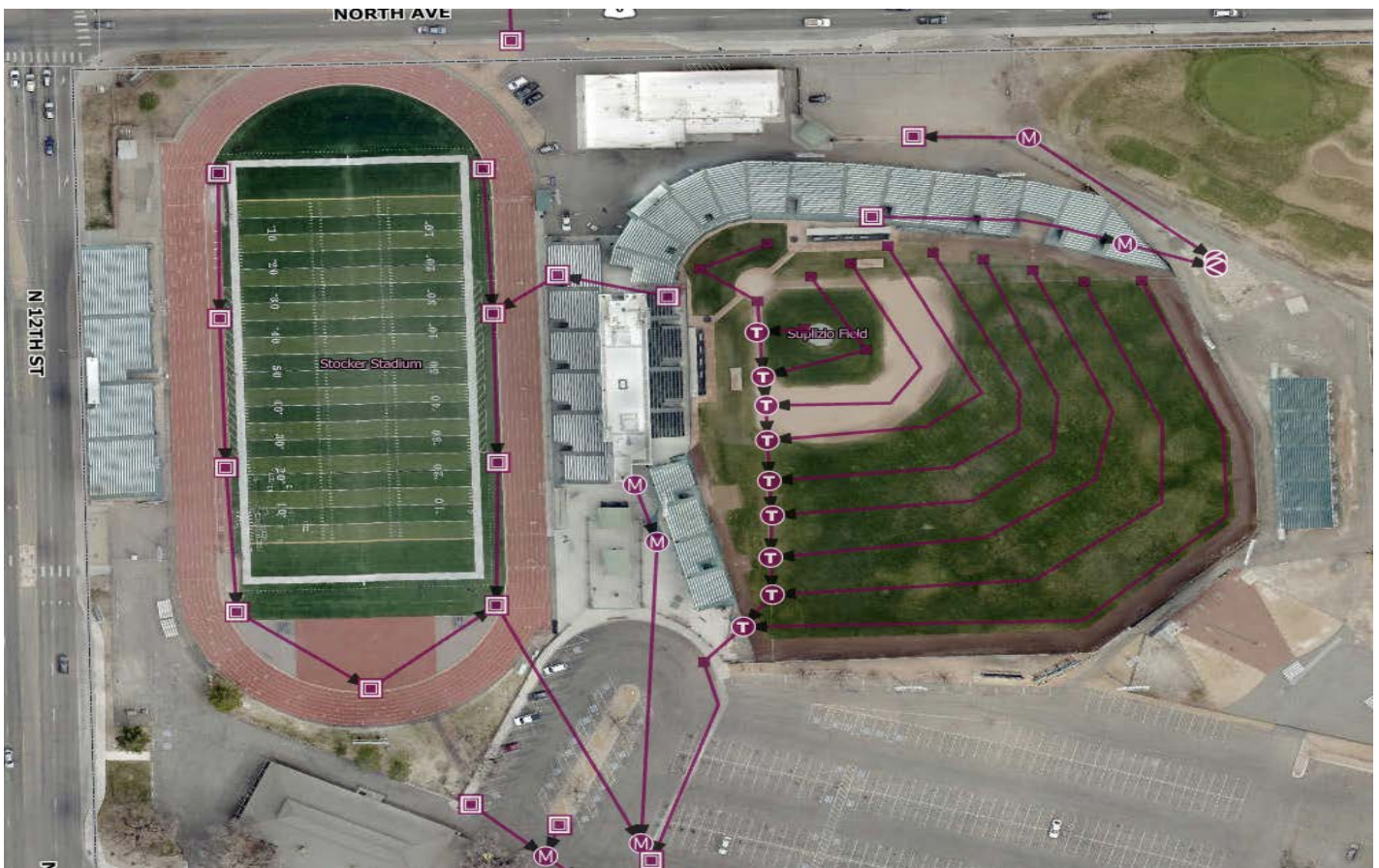
**DATE:** April 26, 2021  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Renovations of Stocker Stadium & Suplizio Field CM/GC RFP-4865-21-DH

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

Please make note of the following clarifications:

1. Q. Does the outfield have an existing drainage system? Are there as-built plans available in the solicitation document, or can they be provided?

A. Yes, the entire ball field has a French drain system. The pipes can be seen in the City GIS maps under the 'Utility' layer – 'Storm Sewer'. There are no as-built plans for this drainage system. The image below is from the City GIS map:



2. Q. How many seats of Suplizio Field will be replaced?

A. It is anticipated that approximately 3900 seats will be replaced at Suplizio Field for this project.

3. Q. How does the drainage behind the Suplizio Field bleachers work / does it work at all? Are there as-built plans available in the solicitation document, or can they be provided?

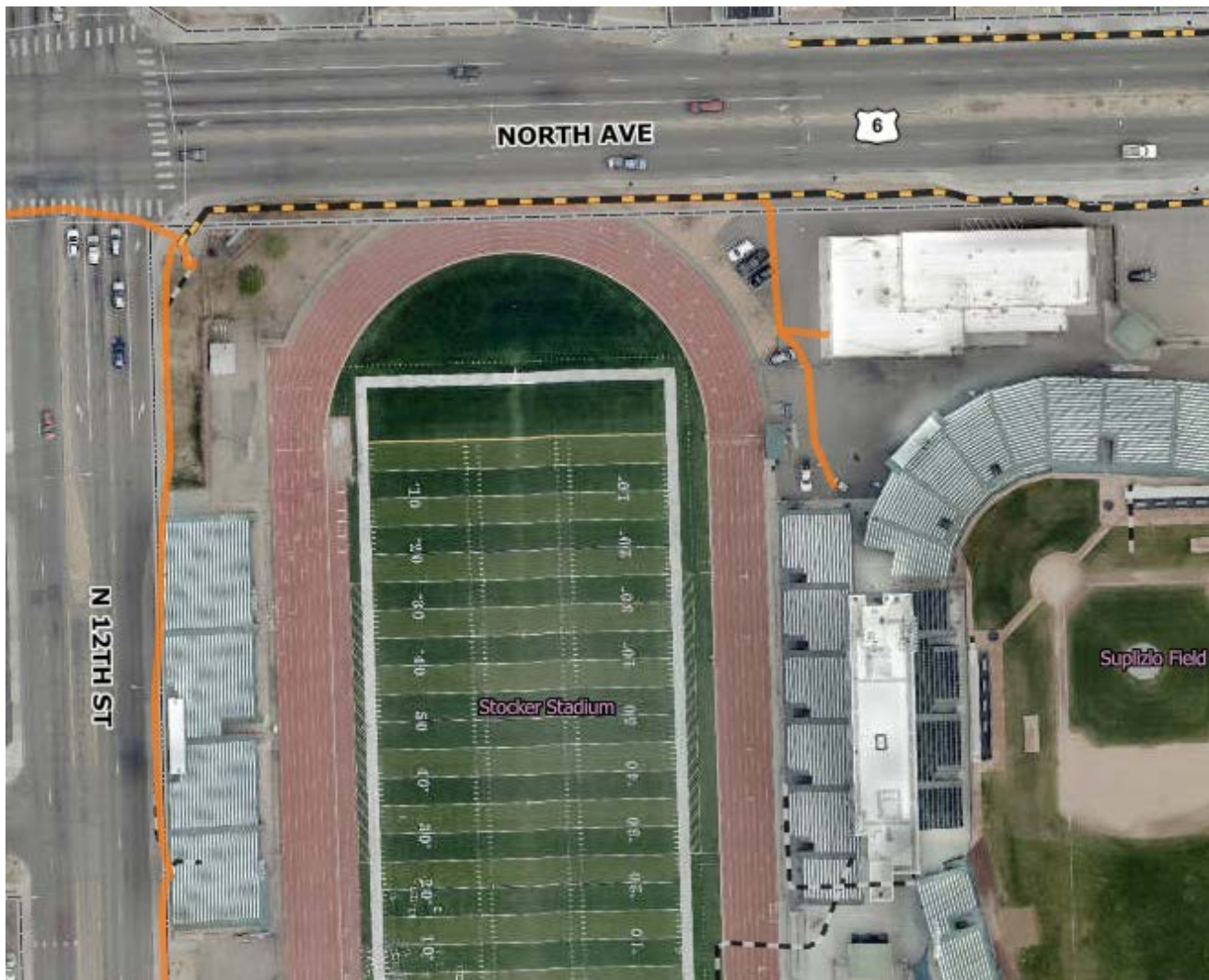
A. The drainage behind the bleachers is a combination of drains. The bleachers have a pvc drainpipe that collects water and drains into a storm water sewer drain behind home plate. All the water from the parking lot and asphalt drains to a series of drains that goes to the pond behind the left field fence. Please see the as-built drawings attached.

4. Q. Is all the recording done in the tower?

A. Most of the press box activity takes place in the tower. We do utilize the west side press box for lower-level events that only need announcing and scoreboard controls. This would be Mesa County Junior Football, Competitive Football, and events that do not require tower access. Only a handful of events.

5. Q. Where are the utilities (wifi) being fed through for the tower?

A. The WIFI for the tower is fed via Fiber Optic lines from North Ave (shown in Orange below).



6. Q. Where will the mobilization/staging area be located for either or both fields?

A. We will have several mobilization/staging areas that we can utilize for the construction. We have the practice field, we have the fenced area behind left field, we can utilize the north parking lot, west parking lot and the main parking lot. As we determine what will be needed for mobilization/staging areas we can discuss the available spaces.

7. The City has fixed the Geotechnical Report link in the original solicitation document.

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

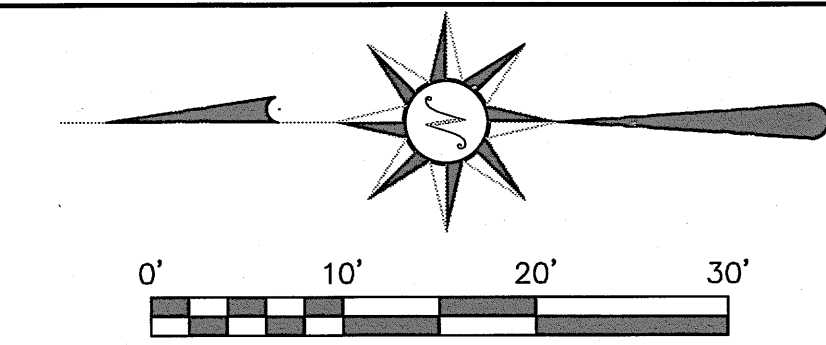
All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read 'Duane Hoff Jr.', written in a cursive style.

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

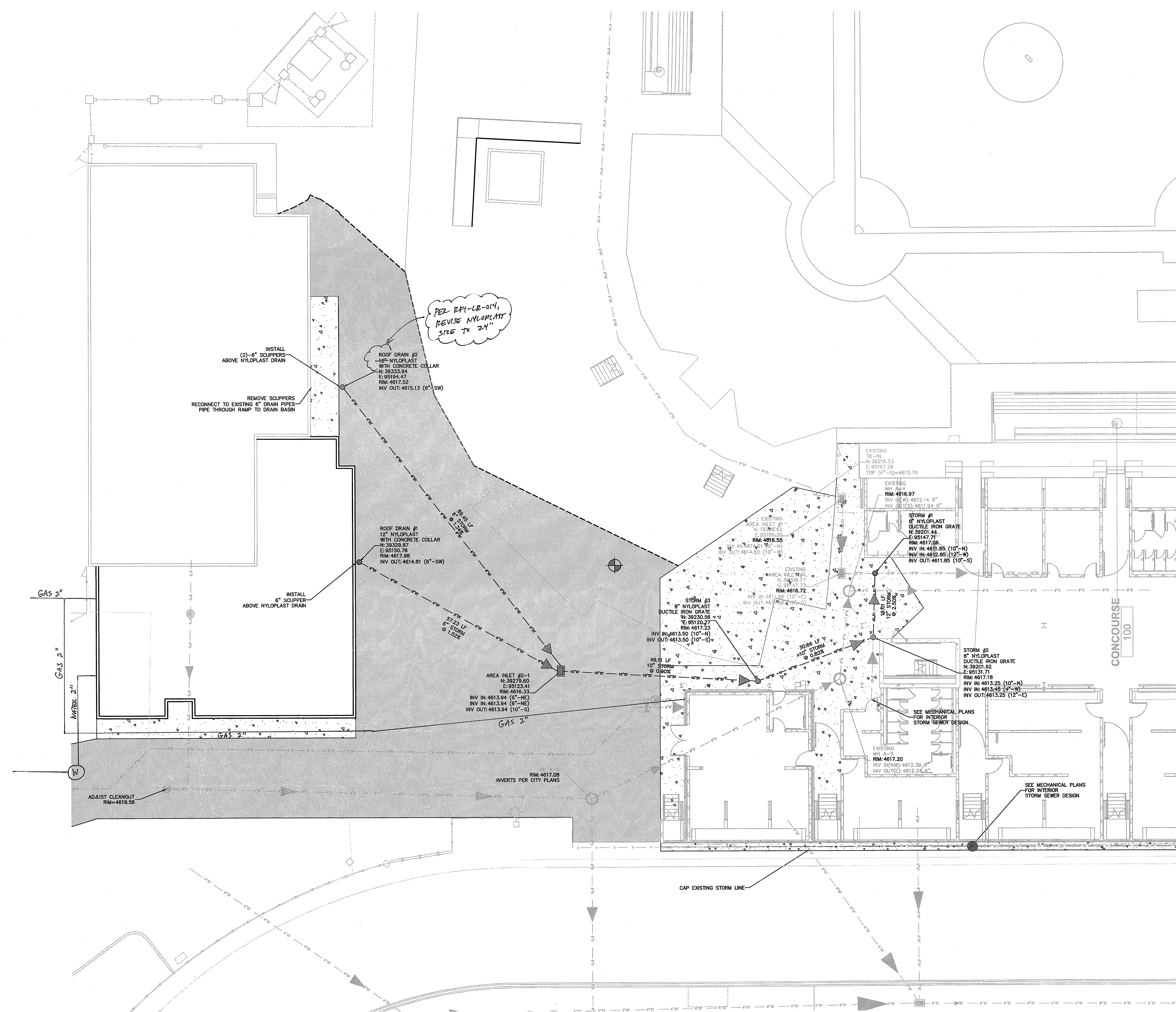




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A Professional Corporation for Architecture

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FAX 303.622.0272

A • C • G  
AUSTIN CIVIL GROUP, INC.  
Land Planning • Civil Engineering • Development Services  
336 Main Street, Suite 203 Grand Junction, Colorado 81501  
970.242.7540



Issues/Revisions:	Date:
SCHEMATIC DESIGN	8/24/11
SCHEMATIC DESIGN UPDATE	9/20/11
100% CD SET	11/7/11

LINCOLN PARK  
LOCKER  
RENOVATION &  
ADDITION

SCD Project No.: 1033.1

CIVIL  
STORM SEWER  
+ GAS/WATER

Drawn By: ewt  
Checked By: MRA

C3.00

EXISTING/INSTALLED STORM  
SEWER AND SANITARY  
INFORMATION PROVIDED BY  
DH SURVEYS

SANITARY DESIGN BY CITY OF  
GRAND JUNCTION

\\projects\1153\0001\_SINKCOMBS\DWG\CD\PRODUCTION\LOCKER\SCD\1033.scd 11/22/2011 10:33:27 AM DWG 1033.scd





**Purchasing Division**

## **ADDENDUM NO. 2**

**DATE: May 4, 2021**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: Renovations of Stocker Stadium & Suplizio Field CM/GC RFP-4865-DH**

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

Please make note of the following clarifications:

1. Q. Will you have a need for Ground Penetrating Radar (GPR) or Coring for this project?

A. Ground Penetrating Radar and/or coring is not specifically required for this project. We recommend that American GPR contact the General Contractors who attend the required pre-bid meeting to team with them on this project if it is found that these services are needed.

2. Q. Knowing the scope of work is still a work in progress should we assume for the development of the general conditions that the construction duration is per the RFP schedule which is a start date of September 27, 2021 and completion May 2, 2022.

A. For proposal submitting purposes, yes.

3. Q. Are we able to utilize existing fencing for limits of construction as well as existing bathrooms vs bringing in temporary?

A. We have allowed contractors to use restrooms in the past, and allowed access to a certain location during construction. If contractor anticipates a lot of use and cannot keep the facilities clean when using, the City would suggest the contractor bringing in a porta potty. The contractor may use any of the existing fencing, and or secured areas during construction. The City would ask that we discuss these areas and make sure that we can accommodate their construction equipment as well as holding events at the same time. The City doesn't want to commit to materials being stored in an area that we need for events.

4. Q. Is it anticipated to re-use existing foundations for bleacher replacement or replacing? If it is anticipated to be replaced are there screw piles to contend with?

A. The existing foundations of the bleachers will not be reused for the new seating structure. The foundation type of the existing structure is unknown.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written in a cursive, stylized script.

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



**SHAW**  
CONSTRUCTION

Since 1962

Response to Request for Proposal // RFP-4865-21-DH

**Renovations of Stocker Stadium & Suplizio Field CM/GC**

CITY OF  
**Grand Junction**  
COLORADO

May 7, 2021



May 7, 2021

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

**RE: Renovations of Stocker Stadium & Suplizio Field CM/GC RFP-4865-21-DH**

Dear Duane Hoff Jr, and Selection Committee,

As a hometown kid, born and raised in Grand Junction I understand the importance and value of Stocker Stadium & Suplizio Field to the community and the impact it has on those who live here. As a community project, this project needs a team that is committed to the community. Shaw is headquartered in Grand Junction and a majority of the proposed team lives in Grand Junction.

Below are the reasons why Shaw Construction would be the best partner for the project.

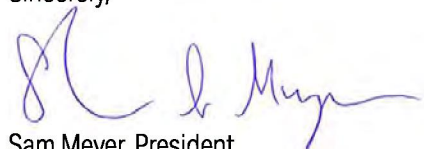
**BrightView as Strategic Consultant.** Included in our cost is an option to utilize BrightView as a consultant for design input of the outfield aspect of the project. We recently completed the preconstruction phase of the Colorado Mesa University Baseball Stadium and understand how important it is for contractor input on the field for slope, drainage, buildup, irrigation, material type (sod or synthetic), etc. By utilizing BrightView to act as a consultant we were able to get those questions answered which proved to be invaluable. We believe BrightView's expertise in the playfield arena could add value to the project.

**Prior Success with the City of Grand Junction.** Shaw has completed several monumental projects for the City of Grand Junction over the years. Projects including City Hall and Public Safety Complex were hallmark projects for both the City and Shaw. With our headquarters in Grand Junction and many employees who are residences and community members of the City, we can assure you that you would get our utmost attention for the Stocker Stadium & Suplizio Field.

**CMU Baseball Stadium.** Shaw was recently selected to build a new baseball stadium at Colorado Mesa University to replace the existing Bergman Field. Our anticipated date of construction is June 2021. We have been through the process of selecting a bleacher vendor to start work on the CMU Baseball Stadium. The benefit to the City is that Stocker Stadium will be a couple of months behind the CMU Baseball Stadium and will greatly benefit from our lessons learned and the current market trends and challenges that will support a fast-track process for this project.

Thank you for the opportunity to submit on the renovation of Stocker Stadium & Suplizio Field. I hope that during your review of our proposal you find that we are well-positioned and qualified to be your partner on this landmark project. Please do not hesitate to reach out if you have any questions.

Sincerely,

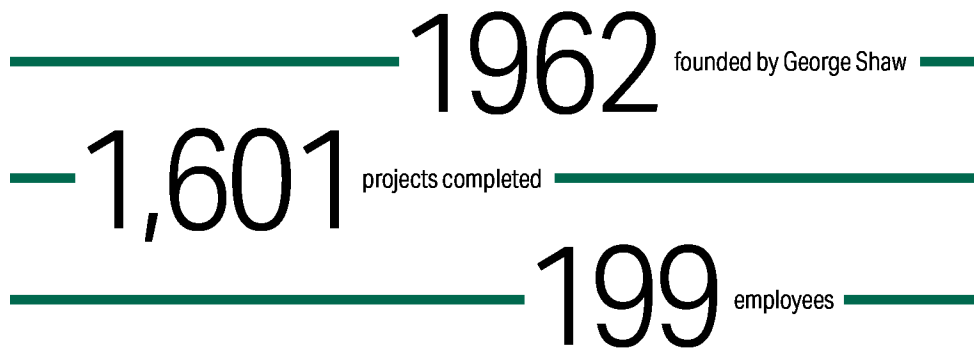


Sam Meyer, President  
970-248-2613 / sammeyer@shawconstruction.net

**Shaw acknowledges  
addendum #1&2.**

## ABOUT SHAW

We take pride in creating buildings and relationships that last. Founded in 1962, Shaw Construction provides construction services in the Rocky Mountain region. Shaw is consistently ranked as a leading general contractor, construction manager, and design build firm.



4X past ABC Award Winner for Excellence in Construction

4 offices - Denver, Grand Junction, Salt Lake City and Jackson

Kirkland Museum named Top Cultural project by *ENR*, 2018

Named a 'Top Place to Work, 2019 & 2020' by *The Denver Post*

Constructed 1st LEED project in Colorado (The Sundeck at Aspen Mountain)

and Wyoming (Jackson Hole Golf & Tennis Clubhouse and Cabins)

## ABOUT BRIGHTVIEW

### SPORTS AND LEISURE LANDSCAPING EXPERTS

BrightView Understands the important roles of public and community spaces, parks, golf courses, sports complexes and athletic fields. As the nation's leading landscape services company, BrightView consistently brings excellent landscapes to life. BrightView is the consultant of choice because:

- BrightView is considered a trusted partner for collegiate and major league sports complexes. Such as:
  - AT&T Park
  - Fort Bragg MLB Stadium
  - Marlins Park
  - Salt River Field at Talking Stick - Arizona
  - Empower Field at Mile High - Colorado
- They are the largest and most trusted landscape company with more than \$2 billion in sales
- BrightView has more than 20,000 team members

Each project they touch transforms every day environments into a one-of-a-kind environment that profoundly affects people's lives.

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## QUALIFICATIONS/EXPERIENCE/CREDENTIALS

Proposers shall provide their qualifications (to include specifics to stadium construction, renovation, and repairs) for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects. Information provided shall include but is not limited to:

- Organizational chart of company and/or project team
- Identification of key personnel
- Professional qualifications, resumes and functions of personnel who will be assigned to the project
- Specific related project experience of personnel
- Personnel availability and time commitment proposed to meet the project schedule



**SAM MEYER**  
Project Executive



**RICH KELLER**  
Director of Preconstruction



**ROBERT GLOVER**  
Senior Project Manager  
\*Main point of contact



**TOM SCOBLE**  
Area Superintendent



**BRENT LLOYD**  
Preconstruction  
Consultant



**BRENT JOHNSON**  
Assistant Project Manager



**JOE DE TROLLO**  
Project Superintendent

Subcontractors and  
Vendors

We have included an organizational chart showing identifying key personnel with working titles. Our leadership, management, and field teams work and hand in hand from the initial planning stages through construction. Involving the entire project team in the early stages of planning and design ensures that our clients receive the most cost-effective solutions. The team collaborates on budget development, constructability reviews and value engineering options. The knowledge gained from this approach allows a seamless transition from preconstruction into construction. On the following page, we have included the team's resumes with professional qualifications, related project experience, availability and time commitment.





**SAM MEYER**  
PROJECT EXECUTIVE

Sam Meyer is the President of the Western Slope and partial owner of Shaw. During his 16+ year tenure with Shaw, Sam has held several positions including project manager, project executive and he managed the Wyoming branch for several years. He is an expert in complex mountain construction with vast experience in community projects.

### RESPONSIBILITIES

Sam will provide leadership to the project team to ensure the project is constructed in accordance with design, budget, schedule and Shaw's Best Practices. Sam is a problem solver and is responsible to protect and promote the interest of Shaw in all operational matters. His primary responsibility is assuring performance and meeting contract obligations.

### EDUCATION

Northwestern University,  
M.S. in Construction Management  
(graduated first in class)

Lehigh University, B.S.

### TIME COMMITMENT AND AVAILABILITY

As Needed

### RELATED PROJECT EXPERIENCE

**CMU Baseball Stadium, Grand Junction, CO** — conversion of existing practice field into a new baseball stadium complex. Improvements include field improvements, seating/grandstands for 1,500 spectators, a new press box with storage underneath, new batting cages and bullpens, a new team clubhouse, a new outfield wall, a new scoreboard, two ticket booths, field lighting, a new backstop and netting system, a concessions area, public restroom facilities and all grading and utilities to support the improvements.

**Colorado Mesa University, Softball Field, Grand Junction, CO** — Construction of the outfield hospitality deck, built in six weeks

**Monument Ridge Elementary School, Fruita, CO** — a new two-story 60,000-sf elementary school made from steel framing with primarily CMU veneered walls and fiber cement panels. The new building features state-of-the-art technology, an administration area, a cafeteria, a media center, **athletic fields** and a gymnasium. The gymnasium included retractable basketball backstops in addition to synthetic athletic flooring with a custom graphic of the school logo.

**Bucksbaum Campus, Aspen, CO** —this project consisted of the construction of two bridges and eleven buildings including a remodel of the existing historic administrative building and the relocation of the historic business office. The project included a large rehearsal hall, a school building with a gymnasium, music practice rooms, and a new administration facility and **a synthetic turf practice field.**

**Rangely Schools, Rangely, CO** —fast-track renovations to both the high school and middle school. Including exterior masonry wall and foundation repairs; roof floor finishes, systems, windows, blinds, doors and hardware replacement; mechanical/plumbing/electrical and classroom improvements. The project included adding a full-service kitchen, replacing roofs and **installing a new athletic field.**

**Telluride Town Park Stage, Telluride, CO** — demolition and rebuilding of a new stage. Including the necessary code and accessibility upgrades, an expansion to the lower level, performers lounge, green rooms, restrooms, storage and staging areas. Construction also included an upgraded loading area, **an addition to the speaker towers** and high capacity handicap and equipment lift





**ROBERT GLOVER**  
SENIOR PROJECT MANAGER

Robert joined Shaw in 2005 with a background in fast-track projects and more than two decades of practice in the construction industry. Robert owned his own remodeling construction company and worked as a carpenter and house framer. This diverse background gives him the ability to effectively manage sub-trades and resolve issues.

### RESPONSIBILITIES

As the Senior Project Manager, Robert will provide overall leadership and supervision for your project. He will be your main point of contact and ensure the project is completed on time, within budget and in quality standards. Robert will work with the project team to come up with creative solutions and problem-solving, should any issues arise. He will be present throughout the project and ensure this team has the necessary resources to complete your project. As the project team leader, Robert will be available for you as a resource, will manage and mitigate risks and ensure quality construction.

### EDUCATION

Metropolitan State College of Denver B.A. in Civil Engineering Technology with Construction Emphasis

### TIME COMMITMENT AND AVAILABILITY

As Needed / Robert will be supporting both the CMU Baseball project and Stocker Stadium & Suplizio Field

### RELATED PROJECT EXPERIENCE

**CMU Baseball Stadium, Grand Junction, CO** — conversion of existing practice field into a new baseball stadium complex. Improvements include field improvements, seating/grandstands for 1,500 spectators, a new press box with storage underneath, new batting cages and bullpens, a new team clubhouse, a new outfield wall, a new scoreboard, two ticket booths, field lighting, a new backstop and netting system, a concessions area, public restroom facilities and all grading and utilities to support the improvements.

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**Monument Ridge Elementary School, Fruita, CO** — a new two-story 60,000-sf elementary school that features state-of-the-art technology, an administration area, a cafeteria, a media center, **athletic fields** and a gymnasium. The gymnasium included retractable basketball backstops in addition to synthetic athletic flooring with a custom graphic of the school logo.

**Colorado Mesa University - Health Sciences, Grand Junction, CO** — three-story steel building, formerly occupied by Community Hospital, includes simulation laboratories, 6,200-sf addition and **athletic field**, 57,744 sf total

**Colorado Mesa University - Pump track, Grand Junction, CO** — a new all-weather, symmetrical, dual lane, head-to-head competition track

**Grand Junction Public Safety Complex, Grand Junction, CO** — two-story call center, crime lab, and administrative office, 63,000 sf



**RICH KELLER**  
PRECONSTRUCTION DIRECTOR

Rich has directed the preconstruction efforts of more than \$1b in projects of all sizes and product-type. Rich has an exceptional awareness of customer service and listening to client needs. His strong coordination and organization skills equip him with the ability to develop accurate preliminary construction estimates. He has an excellent track record in developing accurate preliminary and construction estimates and successfully guiding project teams through the preconstruction process.

### RESPONSIBILITIES

As the Director of Preconstruction, Rich will direct and coordinate the project estimate based on the drawings throughout the preconstruction process. He will be responsible for all preconstruction activities including value engineering, scheduling, logistics and procurement. He will oversee the estimators assigned to this project and ensure the accuracy of all pricing exercises throughout preconstruction.

### EDUCATION

Kansas State College

### TIME COMMITMENT AND AVAILABILITY

As Needed / Rich will be available throughout the preconstruction phase of Stocker Stadium & Suplizio Field

### RELATED PROJECT EXPERIENCE

**Colorado Mesa University - Baseball Stadium, Grand Junction, CO** — conversion of existing practice field into a new baseball stadium complex. Improvements include field improvements, seating/grandstands for 1,500 spectators, a new press box with storage underneath, new batting cages and bullpens, a new team clubhouse, a new outfield wall, a new scoreboard, two ticket booths, field lighting, a new backstop and netting system, a concessions area, public restroom facilities and all grading and utilities to support the improvements.

**Aspen Music Tent, Aspen, CO** — Construction of music tent, 700 square foot tunnel connecting the backstage area to the concert hall, **grandstand seating for 2,500 people**, 28,000 sf arena

**Colorado Mesa University, Softball Field, Grand Junction, CO** — Construction of the outfield hospitality deck, built-in six weeks

**University of Colorado - Folsom Field, Boulder, CO** — Built on a **fast-track** schedule, construction of 41 luxury suites, club/banquet facility and conference space, doubled concourse size to provide restrooms and concessions, 149,204 sf

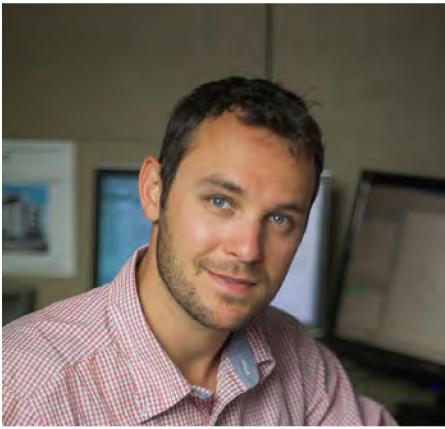
**Vail Mountain School (three phases), Vail, CO** — Phase I - new regulation artificial turf school field, Phase II - library, 250 seat dining hall, gymnasium with volleyball & basketball courts, Phase III - **380 seat auditorium**, school commons

**Rangely High School, Rangely, CO** — renovations to the existing high school, foundation repairs, upgraded security, auditorium, and locker room, **resurfacing the existing track and a gymnasium with bleachers**, 102,691 sf

**Bucksbaum Campus, Aspen, CO** — this project consisted of the construction of two bridges and eleven buildings including a remodel of the existing historic administrative building and the relocation of the historic business office. The project included a large rehearsal hall, a school building with a gymnasium, music practice rooms, and new administration facility and **a synthetic turf practice field**.

**Colorado Mesa University - Health Sciences, Grand Junction, CO** — Three-story steel building, formerly occupied by Community Hospital includes simulation laboratories, 6,200 sf addition and **athletic field**, 57,744 sf total





**BRENT JOHNSON**  
ASSISTANT PROJECT MANAGER

Brent has worked at Shaw for the last five years and has held many positions from Estimator, Project Engineer, to Field Superintendent. He has worked in the Western Slope region for the last few years and has fostered strong relationships with owners and subcontractors. Highly energetic and motivated, Brent possesses proven management and organization skills that get the job done. He is experienced in fast-track schedules and subcontractor management.

### RESPONSIBILITIES

As the Assistant Project Manager, Brent will provide overall leadership to the project team. He will ensure compliance with your contract requirements. He will work with the project team on build strategies and problem-solving throughout the entire duration of the project.

### EDUCATION

Colorado State University, B.S. Construction Management, minor in Business

### TIME COMMITMENT AND AVAILABILITY

50% During Construction / Brent will manage both the CMU Baseball project and the Stadium & Suplizio Field project

### RELATED PROJECT EXPERIENCE

**CMU Baseball Stadium, Grand Junction, CO** — conversion of existing practice field into a new baseball stadium complex. Improvements include field improvements, seating/grandstands for 1,500 spectators, a new press box with storage underneath, new batting cages and bullpens, a new team clubhouse, a new outfield wall, a new scoreboard, two ticket booths, field lighting, a new backstop and netting system, a concessions area, public restroom facilities and all grading and utilities to support the improvements.

**Aspen Police Department, Aspen, CO** — Three-story, 20,000-sf steel and concrete building in downtown Aspen, cast in place underground parking, locker room weight room, evidence storage, **advanced technology**, administration offices with patrol and interview rooms

**Aspen Police Department Employee Housing, Aspen, CO** — Three-story, 8,500-sf, 8 units wood-frame on concrete podium building, a combination of unit types, exterior entries, stainless steel appliances

**Altus Vail, Vail, CO** — Five-story, 54,816-sf, 30 units steel and concrete multifamily building, high-end appliances and community space

**Rocky Vista University, Ivins, UT** — A state-of-the-art medical school that sits on 32 acres. The building is two stories and was designed to complement the natural scenery of the surrounding area. The facility includes **two 200-seat lecture halls**, three seminar rooms, 36 study rooms, an osteopathic clinical skills lab, a full dissection gross anatomy lab, a multipurpose lab, a simulation center, standardized patient rooms and a 9,000-sf library.



**JOE DE TROLLO**  
PROJECT SUPERINTENDENT

Joe joined Shaw in 2005 and has over 16 years of industry experience. Joe has worked in all aspects of construction. He is highly energetic and motivated and is experienced at keeping projects on time and on budget. He has a proven track record of subcontractor management and is dedicated to a safe work environment.

### RESPONSIBILITIES

As Project Superintendent, Joe will supervise your project's field operations, including organization, planning and scheduling. He is responsible for ensuring the field staff has the resources necessary to complete your project on time and within budget while keeping quality top of mind. Joe's responsibilities include developing and implementing site and logistic plans and build strategies. He will also enforce Shaw's safety and quality control program. Joe will be your go-to person for all field-related aspects of the project.

### EDUCATION / CERTIFICATIONS

Community College of Philadelphia  
BA in Architectural Technologies

Spring Garden College BA in Architecture

### TIME COMMITMENT AND AVAILABILITY

100% during construction / Joe will be available full-time for Stocker Stadium & Suplizio Field project

## RELEVANT PROJECT EXPERIENCE

**Bucksbaum Campus, Aspen, CO** — this project consisted of the construction of two bridges and eleven buildings including a remodel of the existing historic administrative building and the relocation of the historic business office. The project included a large rehearsal hall, a school building with a gymnasium, music practice rooms, and new administration facility and **a synthetic turf practice field.**

**Eagle County Checked Baggage System, Gypsum, CO** — this design-build project involved partial removal of the existing baggage handling system and the installation of a new state-of-the-art checked baggage inspection system for Eagle County Airport. The demolition and installation of the new system occurred without interfering with ongoing airport operations.

**Rocky Vista University, Ivins, UT** — A state-of-the-art medical school that sits on 32 acres. The building is two stories and was designed to complement the natural scenery of the surrounding area. The facility includes **two 200-seat lecture halls**, three seminar rooms, 36 study rooms, an osteopathic clinical skills lab, a full dissection gross anatomy lab, a multipurpose lab, a simulation center, standardized patient rooms and a 9,000-sf library.

**Eagle County Material Recovery Facility, Eagle, CO** — 14,000-sf pre-engineered building which houses offices and material sorting equipment for Eagle County's recycling processes. This processing site handles the process, transport and tracking of all material received at the facility. Activities include; separating, collecting, hauling, and delivering recyclable materials; The building is made of light gauge metal steel.

**Grand Junction VA Seismic Upgrade, Grand Junction, CO** — stabilization of 143,000-sf medical center in Grand Junction. Involved the construction of two new concrete box structures outside of the existing facility which connects to all floors by pre-tensioned, high-strength rods and compression struts



**TOM SCOBLE**  
AREA SUPERINTENDENT

Tom has been with Shaw Construction for over 18 years. Tom is a highly regarded builder who has directed the construction of many successful projects. His experience is invaluable to the teams under his supervision.

### RESPONSIBILITIES

Tom will be additional support for the project team as the Area Superintendent. He will work with Joe to ensure the project is on track. Tom's responsibilities include being a resource to Joe with developing and implementing site and logistic plans and build strategies. He will also enforce Shaw's safety and quality control program.

### EDUCATION

University of Colorado

### TIME COMMITMENT AND AVAILABILITY

As Needed / Tom will be supporting both the CMU Baseball project and Stocker Stadium & Suplizio Field

### RELATED PROJECT EXPERIENCE

**CMU Baseball Stadium, Grand Junction, CO** — conversion of existing practice field into a new baseball stadium complex. Improvements include field improvements, seating/grandstands for 1,500 spectators, a new press box with storage underneath, new batting cages and bullpens, a new team clubhouse, a new outfield wall, a new scoreboard, two ticket booths, field lighting, a new backstop and netting system, a concessions area, public restroom facilities and all grading and utilities to support the improvements.

**Colorado Mesa University, Softball Field, Grand Junction, CO** — Construction of the outfield hospitality deck, built-in six weeks

**Rangely Middle School / Parkview Elementary School, Rangely, CO** — re-purposed the middle school to the elementary school, site work included a full-service kitchen, **reseeding athletic field and demolishing and resurfacing the track field**, old tennis courts were re-purposed to play areas, 59,232 sf

**Rangely High School, Rangely, CO** — renovations to the existing high school, foundation repairs, **upgraded security**, auditorium, and locker room, **also included a track field**, 102,691 sf

**Colorado Mesa University - Health Sciences, Grand Junction, CO** — Three-story steel building, formerly occupied by Community Hospital includes simulation laboratories, 6,200-sf addition and **athletic field**, 57,744 sf total

**Colorado Mesa University; Garfield Hall PH I & II, Grand Junction CO** — 4 story steel and wood frame student housing building, includes study lounges, 97,000 sf, 437 beds

**Colorado Mesa University; Orchard Avenue Student Housing, Grand Junction CO** — 4 story steel and wood frame student housing building, includes study lounges, 62,000 sf, 184 beds

**Colorado Mesa University; Bunting Avenue Student Housing, Grand Junction CO** — 5 story steel and wood frame student housing building, includes study lounges and community kitchenette, 71,000 sf, 328 beds





**BRENT LLOYD**  
MANAGING PRINCIPAL

Brent Lloyd has been involved in a broad range of planning and design efforts for both public and private market sectors including sports complexes, parks and open space, resort, urban design / mixed-use, golf development, and institutional facilities for over 20 years. He values a collaborative planning and design process and brings a strong background in construction approaches developed through his broad-based project exposure. Brent's planning design philosophy embraces strong connections to regional environments and cultures to create enduring outdoor spaces.

### EDUCATION

University of Georgia, Master of Landscape Architecture

Vanderbilt University, Bachelor of Science

### LICENSES / REGISTRATIONS

State of Colorado

State of Minnesota

State of Texas

State of Utah

### TIME COMMITMENT

Consultant during preconstruction

### RELEVANT PROJECT EXPERIENCE

#### **Bowman Field, Williamsport, PA**

— Field, turf and drainage design, Grading, Irrigation Design, Conversion of Minor League Stadium field to Major League Baseball standards, Outfield wall reconfiguration, Bullpens, Dugout adjustments

#### **CMU Baseball Stadium, Grand Junction, CO**

— conversion of existing practice field into a new baseball stadium complex. Improvements include field improvements, seating/grandstands for 1,500 spectators, a new press box with storage underneath, new batting cages and bullpens, a new team clubhouse, a new outfield wall, a new scoreboard, two ticket booths, field lighting, a new backstop and netting system, a concessions area, public restroom facilities and all grading and utilities to support the improvements.

#### **East Airfield Park, Lake Nona, FL**

Tavistock Development, Sports Complex, Design-Build, Baseball + Softball Fields,

Playground, Trails and Facilities Structure

#### **Independence, Elbert County, CO**

Craft Companies, Landscape Design, Hardscape Design, Design Guidelines, Open Space, 1,012 Acres, Single-family Residential

#### **UC Merced Campus Expansion, Merced, CA**

Master Plan, Landscape Design, Hardscape Design, NCAA Division II Fields, 10,000-student Expansion

#### **Slifer Square Renovation, Vail, CO**

Landscape Design, Hardscape Design, Cascade Water Feature, Outdoor Spaces, Event area

#### **Steamboat Base Area Renovation, Steamboat Springs, CO**

20 acres, Resort Village, Stream Restoration, Transit Facilities

#### **Gore Valley Trail, Vail, CO**

Path alignments, Bridges, Stream Bank Stabilization, Trail Lighting, Planting Upgrades

### PROFESSIONAL ASSOCIATIONS

ULI Urban Land Institute (ULI)

Cherry Creek North Design Board

Downtown Denver Partnership Leadership Program, Class of 2006

Downtown Denver Partnership



## STRATEGY AND IMPLEMENTATION PLAN

*Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP.*

### SUPLIZIO FIELD:

In order to accomplish the City's schedule goals for the planned renovations, a critical design component will be the Suplizio Field surface replacement and drainage. From our experience, we know that the playing field can be more complicated than it may initially appear. Making it is critical to ensure the design and construction is to the levels expected for high-level league play, such as JUCO.

- **Schedule** - Our approach would be to start the construction of the field in September as soon as the baseball postseason ends. This ensures completion prior to use of the field in February 2022. We believe that the field construction is the critical path on the overall project. Depending on the system it could take time to construct with the level of quality required.
- **BrightView** – We have proposed utilizing BrightView as a consultant to Shaw in the preconstruction phase to assist with the field design and construction. This is the same process we implemented at Colorado Mesa University's Bergman Field and it has been very successful. BrightView is a national leader in design and construction of baseball fields throughout the country with many Major League Baseball (MLB) and collegiate venues experience. This is an add alternate option but we believe that BrightView can add value to the following:
  - Constructability review of the current design
  - Identification of trends that are occurring in field design and construction
  - Pros and Cons with different materials such as turf vs synthetic
  - Delivery and schedule constraints with materials
  - Irrigation systems
  - Ability to help the collective team "fast-track" the field construction

### BLEACHER PROCUREMENT:

Another key element of the project is the design and procurement of the bleacher system. Fortunately, Shaw is currently working on a 1,500 seat bleacher system for Colorado Mesa University (CMU) that starts in June 2021. Our approach is to utilize the lessons learned from that project for the Stocker Stadium. Some of the benefits:





- Bleacher relationships – Shaw has active relationships with many bleacher suppliers who would have an interest in this project.
- Costs – we understand what is occurring in the market. On the CMU Baseball project, we were in contact with 5 vendors and have a solid understanding of the costs of different seating systems.
- Schedule – following our solicitations on CMU Baseball, we know which vendors have the best lead times for fabrication and delivery and what those delivery times are on average.
- Design – we believe there are opportunities with bleacher vendors to incorporate structural steel support elements into the systems vs having a third-party structural steel subcontractor furnish and erect. This has proven to save money and expedite the schedule.

### OVERALL SCHEDULE:

We believe some select design bid packages may be required earlier than what has been assumed for the release of Construction Documents to secure labor and materials for the manufactured bleachers, deep foundations and the demolition subcontractor. We will coordinate this with the City and Perkins+Will Architect on the best way to ensure timely procurement while maintaining cost efficiencies.

Owner commitment – we envision having Owner, Architect and Contractor (OAC) meetings either on a weekly or bi-weekly basis, whichever is more convenient for the City. Those meetings are typically anywhere from an hour to two hours. In addition, there may be minimal time (another hour or so) required between such meetings to address miscellaneous items such as billings, answers to timely questions, etc....

On the following pages, we have included a time schedule for completion of our implementation plan and an estimate of time commitments from Owner staff.



## SECTION 7.0: PROJECT SCHEDULE

The key milestones for the **Lincoln Park Stadium Renovation Schedule**.

The current schedule as conceived by Perkins & Will is as follows:

<b>Date</b>	<b>Schedule Item</b>
<u>April 12, 2021</u>	Design Team Notice-to-proceed issued by Owner
<u>April 26, 2021</u>	Meet with owner to solidify scope
<u>April 26, 2021</u>	Submit CMGC RFP/RFQ to Owner
<u>May 03, 2021</u>	Owner Approves CMGC RFP/RFQ
<b><u>May 24, 2021</u></b>	<b>CMGC RFP/RFQ Due</b>
<u>May 24, 2021</u>	Submit 35% design set
<u>June 07, 2021</u>	Meet with Owner to discuss review 35% design
<b><u>June 07, 2021</u></b>	<b>CMGC Notice-to-proceed issued by Owner</b>
<u>June 14, 2021</u>	Hold project meeting with Owner and CM/GC
<u>June 28, 2021</u>	Submit 65% design set
<b><u>July 26, 2021</u></b>	<b>Meet with Owner and CMGC to discuss review 65% design</b>
<u>Aug 23, 2021</u>	Submit 100% design set
<u>Aug 23, 2021</u>	Submit Construction Documents for review (by AHJ)
<u>Sept 06, 2021</u>	Meet with Owner and CMGC to discuss review 100% design
<u>Sept 20, 2021</u>	Submit Construction Documents for review (by Owner and GC)
<b><u>Sept 20, 2021</u></b>	<b>Start Demo &amp; Site Setup</b>
<u>Sept 27, 2021</u>	Start Construction
<u>Feb 07, 2022</u>	Completion Date Suplizio Field – Outfield, Main Entry, & Parking
<u>Apr 21, 2022</u>	Completion Date Stocker Field
<u>May 02, 2022</u>	Completion Date Suplizio Field – Seating Sections
<u>May 02, 2022</u>	Completion Date Entire Stadium

The CM/GC should evaluate the schedule put forth by Perkins & Will with narrative described below the completion of the CM/GC schedule below as part of the proposal and include any other key dates needed. Also, if the CM/GC believes a certain date related to the A/E is in need of revision, please indicate this in your proposal.

<b>Date</b>	<b>Schedule Item</b>
_____	CMGC Notice-to-proceed issued by Owner
_____	Hold project meeting with Owner and CM/GC
_____	Review submitted 35% design set
_____	Meet with Owner to discuss review 35% design
_____	Review Submit 65% design set

- 
- Meet with Owner and A/E to discuss review 65% design

Review Submitted 100% design set

Meet with Owner and A/E to discuss review 100% design

Establish GMP

Start Construction

Completion Date Suplizio Field

Completion Date Stocker Field

Completion Date Entire Stadium

We believe that the overall schedule is achievable. However, we would like the opportunity to discuss with the design team the issuance of bid packages as represented in draft procurement schedule.

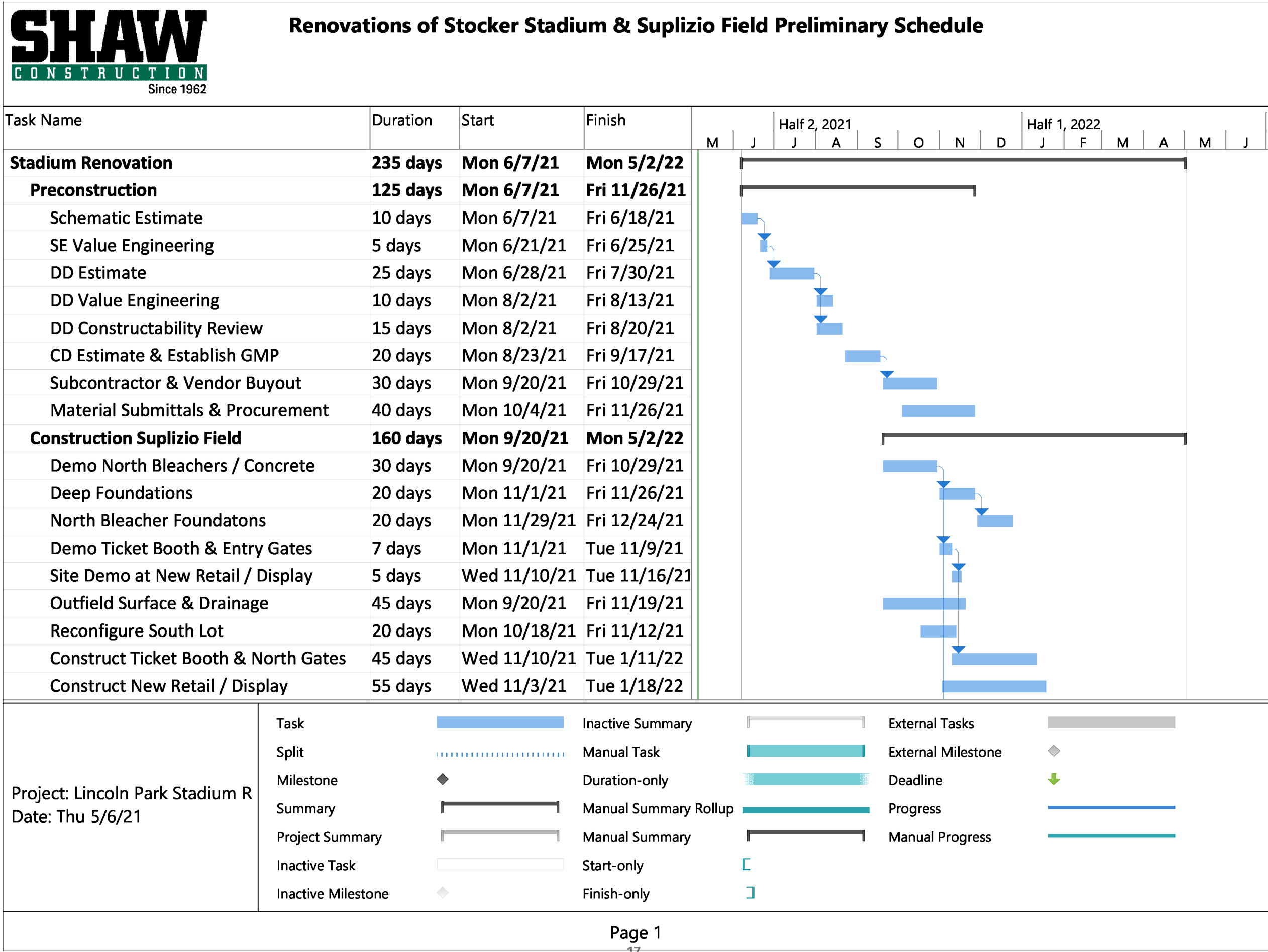


Reonovations of Stoker Stadium and Suplizio Field  
- Draft Procurement Schedule

Print Date: 5/6/2021

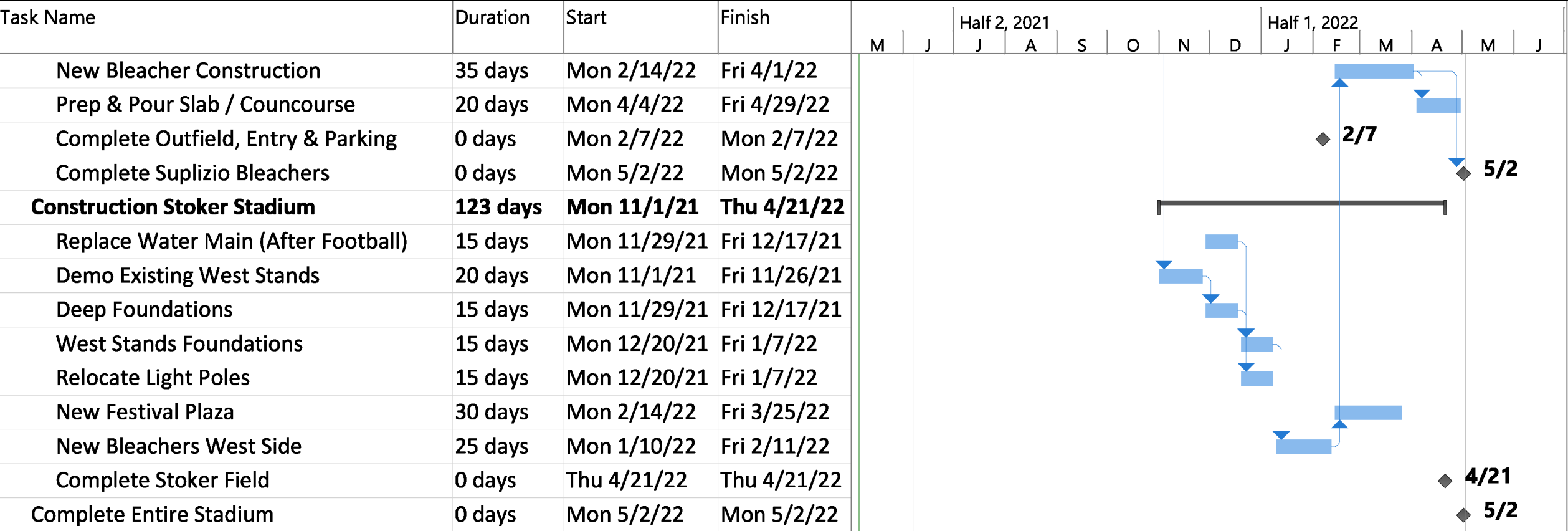
Package	Material	Issue Bid Package	Sub Bid Period	Receive Sub Bids	Bid Tabulation Duration & Descope	Approval by Owner to Issue Subcontract	Subcontract Prep Duration	Subcontractor Buy-Out	Submittal Prep Duration	Receive Submittal from Sub	Shaw Review Duration	Submittal to Arch/Eng	Arch/ Engineer Review	Return Submittal	Resubmittal Prep Duration	Resubmit Date	Final Approval Duration	Receive Final Approval	Order Material	Fabrication Time	Complete Fab	Delivery Duration	Material Delivery	Material Needed on Site
1	Outfield Surface & Drainage - Design / Build?	6/17/2021	14	7/1/2021	2	7/3/2021	1	7/4/2021	14	7/18/2021	7	7/25/2021	14	8/8/2021	7	8/15/2021	7	8/22/2021	8/22/2021	14	9/5/2021	14	9/19/2021	9/20/2021
2	Manufactured - Bleachers	8/3/2021	14	8/17/2021	2	8/19/2021	3	8/22/2021	21	9/12/2021	3	9/15/2021	14	9/29/2021	7	10/6/2021	7	10/13/2021	10/13/2021	90	1/11/2022	5	1/16/2022	1/17/2022
2	Deep Foundations	8/3/2021	14	8/17/2021	2	8/19/2021	3	8/22/2021	7	8/29/2021	2	8/31/2021	14	9/14/2021	7	9/21/2021	7	9/28/2021	9/28/2021	28	10/26/2021	5	10/31/2021	11/1/2021
3	Demolition Subcontractor - Will need to use DD Package to Award	8/7/2021	14	8/21/2021	7	8/28/2021	7	9/4/2021	7	9/11/2021	1	9/12/2021	7	9/19/2021	0	9/19/2021	0	9/19/2021	9/19/2021	0	9/19/2021	0	9/19/2021	9/20/2021
4	Concrete Reinforcing - North Bleachers - CD Package OK	8/28/2021	14	9/11/2021	7	9/18/2021	1	9/19/2021	14	10/3/2021	7	10/10/2021	14	10/24/2021	7	10/31/2021	7	11/7/2021	11/7/2021	14	11/21/2021	7	11/28/2021	11/29/2021

Shown above is a detailed project specific draft procurement schedule identifying design packages and associated lead times for pricing, design approval and associated delivery. Our approach would be to further refine and develop with the City and Perkins+Will.





Renovations of Stocker Stadium & Suplizio Field Preliminary Schedule



Project: Lincoln Park Stadium R  
Date: Thu 5/6/21

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

◆

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

*Describe your proposed CM/GC management strategy and/or plan for achieving the objectives of this RFP.*

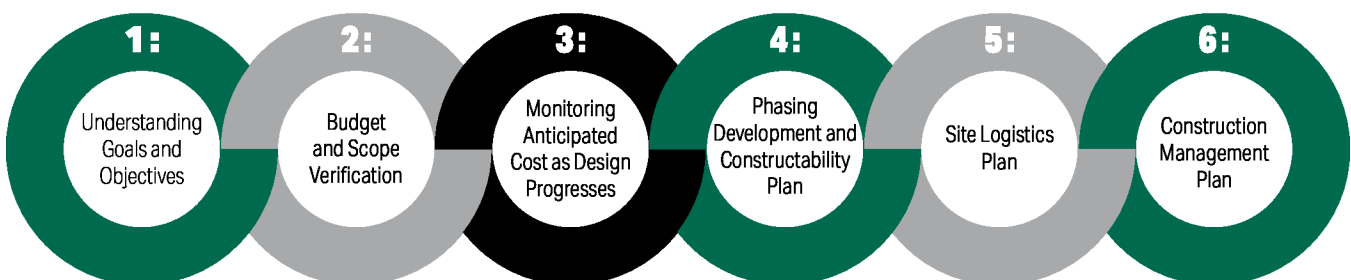
### PRECONSTRUCTION APPROACH & VALUE ENGINEERING

A project's success starts at the preconstruction phase. We believe in whole team collaboration where you - the owner, Perkins+Will, all stakeholders and us - the contractor will work as a team, sharing knowledge and ideas to deliver this project. This results in the best value and project certainty. The project meets your unique objectives with the best combination of cost, quality and performance within the project schedule. Project certainty ensures a quality project is delivered within the established budget and schedule.

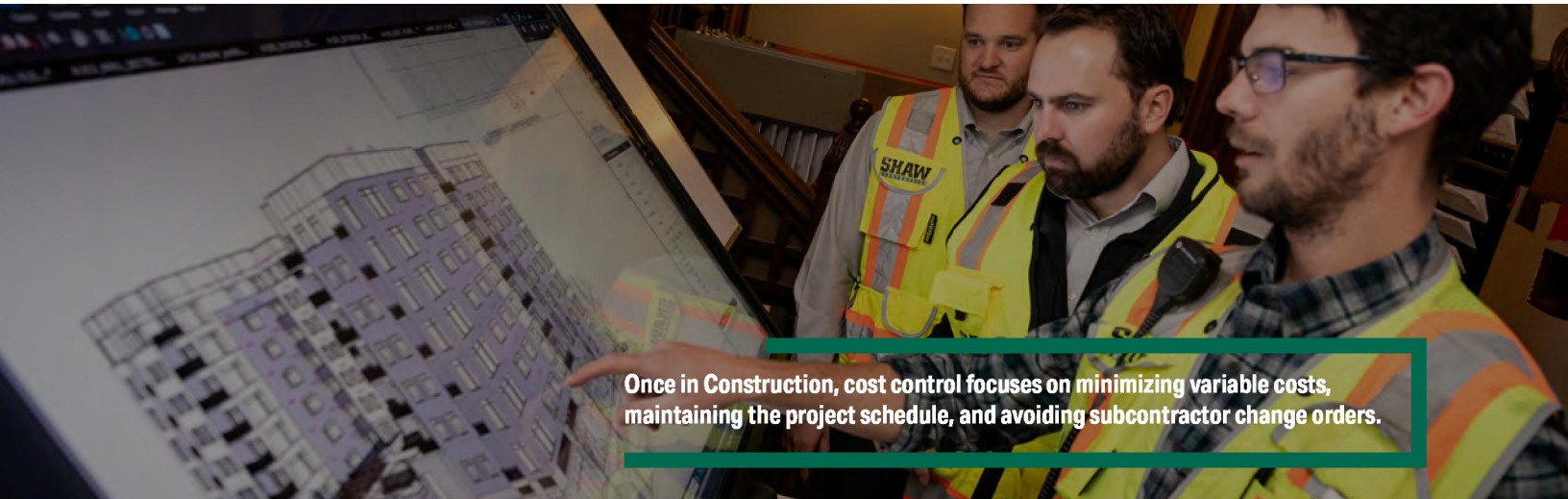
Our preconstruction process can be broken down into 6 stages:

- 1. Understanding Goals and Objectives:** The first step in our preconstruction process is understanding your goals and objectives. We do this by meeting with you - the owners, architects, and all stakeholders to understand the project program.
- 2. Budget and Scope Verification:** The preconstruction challenge is to accurately predict and communicate the estimated final cost of construction even though the design has yet to be completed. Shaw relies on a systematic approach to align the visions of all parties while anticipating future subcontractor and supplier pricing. This approach encompasses:
  - Scope Review
  - Detailed Estimate
  - Team Review
  - Weekly Design Meeting
  - Value Engineering
- 3. Monitoring Anticipated Cost as Design Progresses:** As the design develops, Shaw evaluates the design for value, performance, maintenance, durability, constructability, and budget status. This is done by:
  - Periodic Estimates - which are developed at key design milestones and reviewed with the architect and owner to assure the design and budget are aligned.
  - Shaw's "Open Book" process - includes quantity takeoffs, scheduling, internal estimates, and subcontractor/vendor input for key scope areas.
  - Cost trending - which is accomplished using engineering logs that accompany each estimate.
  - Subcontractor & Vendor Input
- 4. Phasing Development and Constructability Plan:** We develop a CPM (Critical Path Method) schedule that incorporates preconstruction and construction activities, including the process and sequencing.
  - Constructability reviews are performed with in-house experienced construction professionals responsible for delivering similar projects, including the project manager and project superintendent. Findings are documented in a report that is reviewed with the owner and architect, and all decisions are documented.

### PRECONSTRUCTION PROCESS







**Once in Construction, cost control focuses on minimizing variable costs, maintaining the project schedule, and avoiding subcontractor change orders.**

- Refinement of the master schedule is vital before construction commences. Shaw works with the team to optimize the schedule sequence, bid packages, identify long lead items and subcontractor assignments, determine construction phasing (including mechanical/electrical installations), and occupancy schedules.
- 5. **Site Logistics Plan:** Staging, hoisting, delivery patterns, erosion control, pedestrian routing, traffic control, parking, etc. is developed during preconstruction as a site logistics plan for proper planning.
- 6. **Construction Management Plan:** Developed during preconstruction, a construction management plan encompasses quality, safety, cost control and schedule.

### COST CONTROL

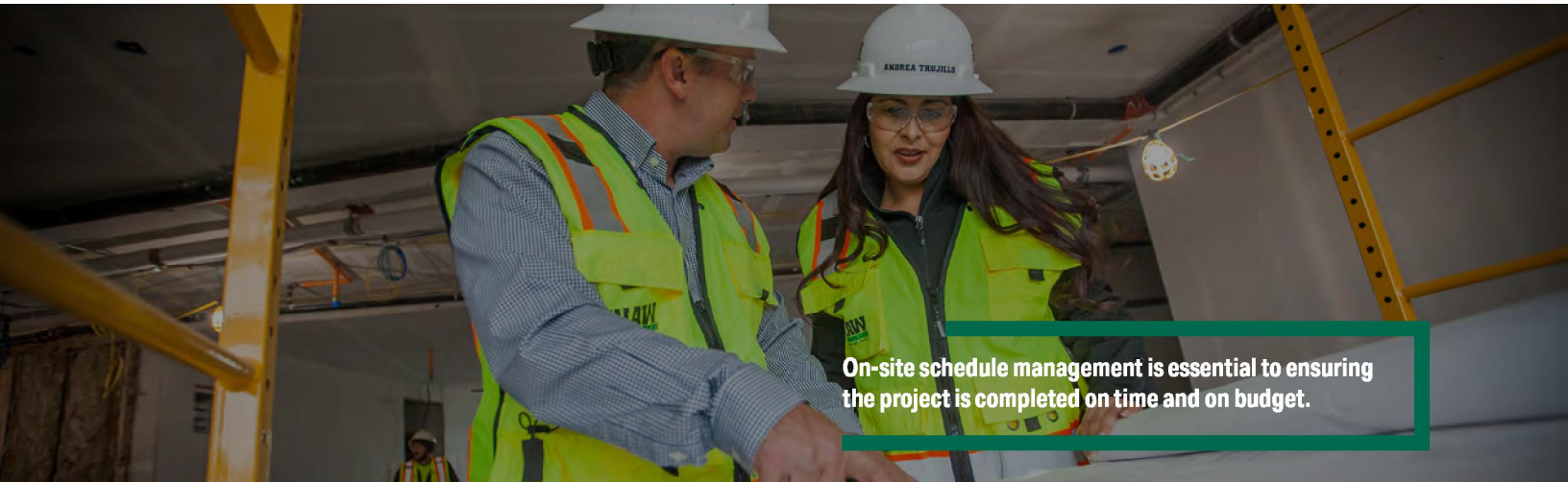
At the time of subcontractor procurement, cost control is focused on getting all the scopes competitively procured. Key activities include:

- Generating interest in the subcontractor community.
- Creating the opportunity for subcontractors to give their best price by demonstrating there is a plan for success.
- Providing a realistic schedule, with detailed instructions to bidders that answer their questions and clarifies coordination issues. Work with them through the bid period to explore efficiencies.
- Performing a thorough descope of the bids for each trade to ensure all the scope is covered. While still in the competitive process, have face-to-face descope meetings with the two lowest bidders to verify completeness.
- Seeking subcontractor suggestions as to how to reduce cost.
- Creating and maintaining a budget status log to provide real-time pricing on design options and keep an active pulse of the budget and design process.

Once in Construction, cost control focuses on minimizing variable costs, maintaining the project schedule, and avoiding subcontractor change orders. Key Shaw activities include:

- Detailed schedule management focused on reducing the overall duration.
- Enforcement of subcontractor requirements, such as cleanup and safety in order to maximize productivity.
- Implementation of the Shaw 1-2-3 Quality Control program to avoid rework.
- Weekly subcontractor coordination meetings.





**On-site schedule management is essential to ensuring the project is completed on time and on budget.**

- Detailed submittal process to ensure materials are available when needed.
- Weekly cost monitoring on items such as weather protection, cleanup, safety, etc.
- Timely response to subcontractor questions to avoid change opportunities.
- A monthly forecast of cost to complete.
- Contingency management.
- Detailed review and approval of subcontractor and supplier billings.
- Systematic implementation of the lien release process.
- An efficient closeout process.

### SCHEDULE CONTROL

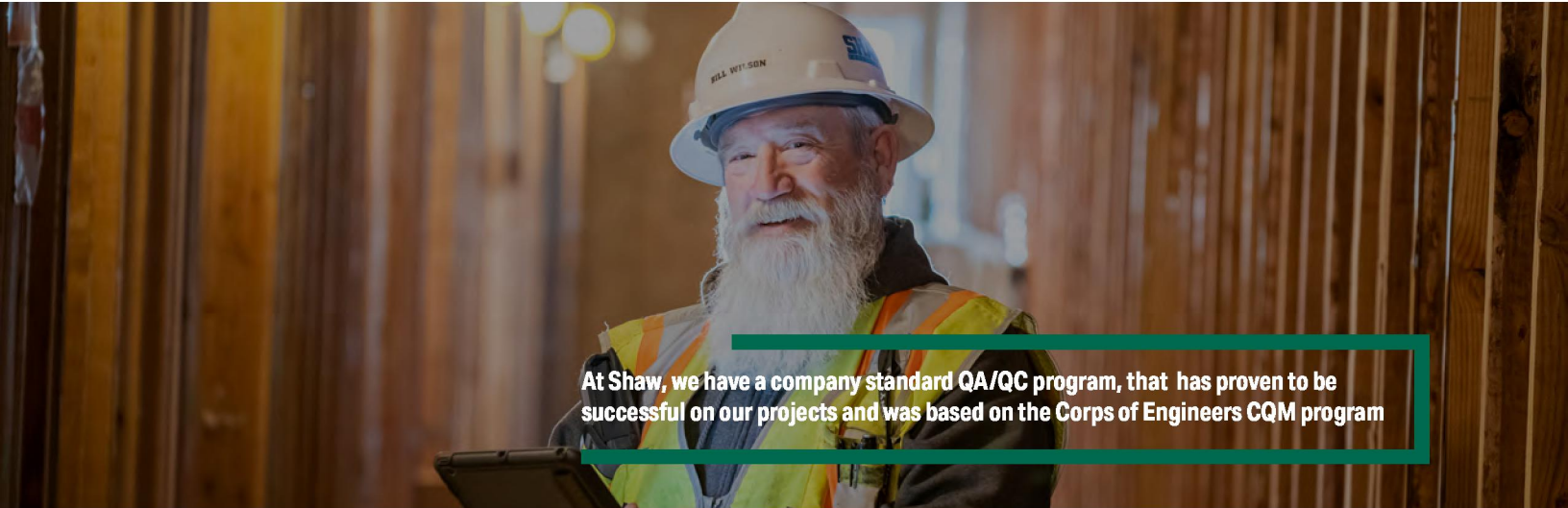
Shaw employs a full-time staff of corporate schedulers who assist the project team in developing the Master Schedule. Preconstruction and construction activities are included in the CPM schedule. Our scheduling philosophy ensures that each day of preconstruction is as valuable as each day of construction. Weekly and three-week lookaheads facilitate progress and ensure the master schedule is updated monthly.

Refinement of the master schedule is vital before construction commences. Shaw works with the team to optimize:

- Schedule, sequence bid packages
- Identify long lead items and subcontractor assignments
- Construction phasing and occupancy schedules.

The preliminary project schedule facilitates early agreement from the project team. The project schedule is provided with bid packages and serves as an important tool to communicate expectations to potential subcontractors bidding the project.

Schedule management will be the responsibility of the project superintendent, Joe De Trolio. As an experienced project superintendent, Joe will be on-site daily to ensure subcontractors are coming and going as they agreed and completing work fully before leaving and moving onto another project. This will prevent re-work and added time to the schedule. Joe will work with you, the owner and the design team on any potential schedule delays to mitigate or plan how to keep the schedule on track. Shaw also releases weekly and three-week lookaheads on every project. This opens a line of communication to all stakeholders and keeps you and the subcontractors updated and on track to complete scopes as originally decided during the scheduling and preconstruction phase.



At Shaw, we have a company standard QA/QC program, that has proven to be successful on our projects and was based on the Corps of Engineers CQM program

### QUALITY CONTROL

Quality construction is dependent on how the project is managed and controlled from preconstruction to completion. At Shaw, we have a company standard QA/QC program, called the "Shaw 1, 2, 3 Quality Control Program." This program has proven to be successful on our projects and was based on the Corps of Engineers CQM program. Our program will be specifically tailored to your project needs.

Shaw's 1, 2, 3 Program is a 3-step process, starting at a macro level and adding the micro details when necessary. The project team will follow this process in developing the project-specific plan to stay on task, on time and within the budget. The program includes these three elements:



#### 1.) PLAN

The Shaw team provides input on systems and materials designed to meet expectations appropriate for the end-use. By the time the Project Superintendent engages in the process the planning opportunities include:

- Constructability Review of the Construction Documents
- Subcontractor prequalification, bid review and selection
- Preparing the written QA/QC inspection program

#### 2.) IMPLEMENT

Physical inspections and verifications are made at the implementation step. This step includes, preinstallation conferences, first day inspections and daily inspections, room-by-room inspections and system inspections.

**Pre-installation Conferences** - Before subcontractors begin to work, the Project Superintendent conducts a preinstallation conference with the subcontractors to verify their understanding of the scope of work, job conditions, materials, quality expectations and to review the inspections and approval process. The superintendent and project manager attend this meeting. The agenda for the meeting includes:

- Scope of work review
- Schedule review
- Jobsite safety requirements
- Project-specific requirements (i.e. LEED)

## STRATEGY AND IMPLEMENTATION PLAN

- Review of approved submittals (verifying subcontractor compliance with technical requirements)
- Review of mock-ups if applicable
- Review of any third party required testing
- Review of all major elements of sub work
- Establishment of "first-day" inspections of all major elements of work
- Review of deficiency and corrections process

**First Day Inspections** - For each new element of work performed by a subcontractor, the project superintendent performs an inspection of that work at the end of the first day. The inspection verifies that the specified materials are being installed in accordance with the contract documents. A record of the inspection is filed in the quality control program. If corrections are required, the work is inspected again the next day. The subcontractor is not allowed to continue until the first day's work is approved.

**Daily Inspections** - The project superintendent makes daily spot inspections of the subcontractor's work. If deficiencies are found, a Deficiency Notice is forwarded to the subcontractor and filed in the quality control program. The deficiencies are tracked on the Master Deficiency Log until verification of correction is made.

**Room-by-Room Inspections** - Room-by-room inspections are conducted by the superintendent to ensure each room is of top quality. The Superintendent will walk with the subcontractor supervisor to check workmanship and sign-off each room.

**Systems Inspections** - System inspections involve all MEP Systems are check for functioning and safe systems throughout the project.

### 3.) DOCUMENT

Planning and implementing the QA/QC program ensures a quality product and a successful project. Therefore, it is critical that the project team systematically communicates and documents the information. The following documents are customized for each project and include:

- Preinstallation Conference Meeting Minutes – Distributed to meeting attendees, subcontractor's home office and field office
- Subcontractor First Day Inspection Form – Distributed to subcontractor's home office and field office, Shaw's superintendent, project manager, the owner and architect if requested
- Notice of non-compliance – Subcontractor's home office and field office, Shaw's superintendent, project manager, the owner and architect if requested
- Master Deficiency Log
- Shaw pre-punch inspection report – Sent to architect in advance of requesting punch list
- Superintendent's daily reports – Distributed to owner and architect if requested
- System test results – Delivered to the subcontractor's home office and field office, Shaw's superintendent, project manager, and the owner and architect if requested
- Third party test results – Confirmation for distribution with owner and architect at the beginning of the project and direct testing agency





# STRATEGY AND IMPLEMENTATION PLAN



## BUDGET STATUS LOG

Starting Budget = \$22,181,457  
Revised Budget = \$21,880,804

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected P = Pending A = Accepted	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
<b>Starting Budget</b>								<b>\$ 22,181,457</b>	<b>CD Budget 05/18/15</b>
108	7	Reduce Building 7 Veneer & Solid Wood Slats by 50%	(15,149)	R	(15,149)	-	-	\$ 4,334,806	Cannot be Taken with #104 or 105
117	7	Replace Solid Maple in Classrooms with Multi-ply Veneer	(4,443)	R	(4,443)	-	-	\$ 4,334,806	
118	7	Deletion of 1-1/2" insulation and fabric; reduction of 4" insulation	(18,243)	A	-	-	(18,243)	\$ 4,316,563	Innovative Interiors Re-pricing
119	7	Deletion of Mesh behind slats	(3,202)	P	-	(3,202)	-	\$ 4,316,563	Innovative Interiors Re-pricing
120	7	Micropile Testing	2,396	P	-	2,396	-	\$ 4,316,563	
<b>REVISED BUILDING 7 BUDGET</b>								<b>4,316,563</b>	
<b>BUILDING 8</b>					<b>(59,701)</b>	<b>(15,728)</b>	<b>(52,202)</b>	<b>\$ 4,494,618</b>	
81	8	VE Fixture Not Incorporated at CDs, GP-1 to Finelite LED	(23,591)	A	-	-	(23,591)	\$ 4,471,027	
82	8	Eliminate Engineered Shop Drawings at Metal Stud Framing - Interior Partitions	(8,987)	A	-	-	(8,987)	\$ 4,462,039	Pending Rebidding of Framing & Drywall
83	8	Replace Exterior Minerit Siding with Like Patterned Sythetic Stucco System	(67,091)	R	(67,091)	-	-	\$ 4,462,039	Include Winter Conditions/Temp Heat for Stucco Installation
84	8	Change Exterior Stud Pricing Back to Match the Drawings	(5,581)	A	-	-	(5,581)	\$ 4,456,458	Pending Rebidding of Framing & Drywall
93	8	Eliminate Vibro Acoustic Attenuators	(12,357)	P	-	(12,357)	-	\$ 4,456,458	
94	8	Delete (3) Floor Boxes in Multipurpose Room	(3,370)	R	(3,370)	-	-	\$ 4,456,458	
95	8	Change Glulam structure back to Structural Steel	10,760	R	10,760	-	-	\$ 4,456,458	Still Works Out to a Net Add to Go SS
107	8	Falcon to Provide Non Custom Fan at AHU	(12,357)	P	-	(12,357)	-	\$ 4,456,458	
112	8	Change Tile Underlayment to Crack Isolation ILO Acoustic	-	R	-	-	-	\$ 4,456,458	Pending Rebidding of Flooring
123	8	Flooring Package with New Flooring Subcontractor	(12,470)	A	-	-	(12,470)	\$ 4,443,989	
124	8	Eliminate Global Sensors that Measure Outside Humidity & CO2	(1,573)	A	-	-	(1,573)	\$ 4,442,416	
126	8	Black Melamine at "Islands"	8,987	P	-	8,987	-	\$ 4,442,416	Subcontractor Pricing
131	8	Micropile Testing	2,398	P	-	2,398	-	\$ 4,442,416	
<b>REVISED BUILDING 8 BUDGET</b>								<b>4,442,416</b>	
<b>BUILDING 18</b>					<b>-</b>	<b>34,757</b>	<b>-</b>	<b>\$ 323,993</b>	
96	18	Plumbing and Mechanical Disconnect/Reinstall	15,659	P	-	15,659	-	\$ 323,993	Subcontractor Pricing
97	18	Remove/Refurbish/Reinstall Windows	16,289	P	-	16,289	-	\$ 323,993	
98	18	Demo Basement Fireplace Foundation & Replace	2,809	P	-	2,809	-	\$ 323,993	
192	18	Shoring at B18 Porches	1,910	P	-	1,910	-	\$ 323,993	
193	18	Adjustment for Actual Sub Electrical Pricing From Allowance	(5,263)	P	-	(5,263)	-	\$ 323,993	
<b>REVISED BUILDING 18 BUDGET</b>								<b>323,993</b>	
<b>ENVIRONMENTAL/WEATHER PROTECTION</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>\$ 1,505,965</b>	
99	E		-	P	-	-	-	\$ 1,505,965	
100	E		-	P	-	-	-	\$ 1,505,965	
<b>REVISED ENVIRONMENTAL BUDGET</b>								<b>1,505,965</b>	
<b>General Conditions</b>								<b>\$ 1,994,744</b>	
<b>Revised Budget</b>			<b>\$ (490,087)</b>		<b>(99,142)</b>	<b>(70,465)</b>	<b>(300,653)</b>	<b>\$ 21,880,804</b>	

### Recap:

Total of additive items proposed 131,012  
Total of additive items accepted 40,136  
Total of additive items rejected 15,591  
Total of additive items pending 131,012

Total of deductive items proposed (621,099)  
Total of deductive items accepted (616,936)  
Total of deductive items rejected (213,874)  
Total of deductive items pending (621,099)

Soft Cost Adjustment 12.34%

Target Budget \$ 21,592,218

▲ \$ 288,586

**LEGEND**

s	scope
c	constructability
q	question
e	exclusion
ve	value engineering

PARTY	Drawing/Spec Reference	ITEM	Incorporated	Notes
1 Arch	A001	No Demolition plans noted in the document log		
2 Arch	A001	No Dry Utility/ Communication plans noted in the document log		
3 Arch	A001	No Fire Protection drawings noted in the drawings		
4 Owner	Demo Drawings	Is owner or contractor responsible for abatement?		
5 Owner	Demo Drawings	When can abatement process begin		
6 Owner	Demo Drawings	Is owner or contractor responsible for demolition?		
7 Owner	Demo Drawings	When can Demolition process begin? Who is responsible for adjacent property notification & permitting?		
8 Arch	Demo Drawings	Who is responsible for contacting and coordinating with Denver Forestry		
9 Civil	Demo Drawings	Not all city trees located in the ROW on Building 1 are denoted		
10 CW	Dry utilities	Building 1 Alley: Confirm that Communications line on east side of alley can be moved to power poles on west side of alley.		Utilities meeting to be coordinated by MillCreek
11 CW	Dry utilities	Building 1 Alley: Confirm that Primary Electric on west side of alley does not need to be undergrounded. 10' clearance from scaffold and 15' from drill rig is maintained.		Utilities meeting to be coordinated by MillCreek
12 Civil	Demo/Grading	Building 1 Alley: Does back alley need to be replaced if no underground of utilities is required. If no shoring is provided, excavation will encroach 4' into alley.		Required regardless due to damage of existing alley. Cracking at flow line
13 Civil	ST-3	Building 1 Alley: Confirm grading, drainage, and adjacent property interface at north end.		
14 Civil	ST-6, P101.12, E101.12	Storm detention and underslab ejection: location of pumps and basins not shown, electrical & plumbing not shown		
15 Team	Shoring	Confirm shoring plan dependent upon ROW requirements. Building 1: South only		
16 Arch	A101.31	Sections for denton vault: include water stop and notations for required bentonite waterproofing		
17 Arch	A515	Sections for below grade foundation walls: indicate decisions on foundation bentonite waterproofing and drainage board		
18 Arch	#5/A621	Sections for below grade dampproofing at elevator pits		Provide waterproofing with drainage board membrane
19 Structural	S101.31 & geotech	Pier schedule: notation for top of pier and estimated top of bedrock. Over/ under for drilled pier allowance tracking		
20 Team	geotech page 9	Define allowance for bottom of excavation soil stabilization		Civil to give approximate cubic yardage or number
21 Civil	ST-3	Building 1: Confirm 5364.43 is architectural elevation 100' on A101.02		confirmed by civil
22 Civil	ST-3	Building 2: Confirm 5365 is architectural elevation 100' on A1.02.02		confirmed by civil
23 Civil	Fig 4	For dewatering & dependent upon shoring, if ROW allows open excavation, constructability favors exterior perimeter drain. If shoring and one sided walls are required, constructability favors interior.		Geotech is currently calling for both. Further discussion to occur
24 CW	Dry utilities	Building 2 Alley: Confirm that Communications line on west side of alley can undergrounded and existing properties back feed		
25 CW	Dry utilities	Building 2 Alley: Confirm that Primary Electric on west side of alley will be undergrounded		
26 CW	Dry utilities	Will directional boring of conduit between 1 & 2 be required		Civil to discuss MEP with city
27 Owner	TEP-7	Is owner or contractor responsible for exterior signage		Shaw responsible for code required only
28 Civil	ST-2 & TEP-2	Confirm coordination of water lines & utilities not run in tree root system (i.e building 1 service)		
29 Team	L2.1 & L2.2	Confirm intent & continue coordination (i.e corten & brick planter wall details, MEP service and drainage)		
30 Team	L2.2, A102.03, A505	Confirm pool dimensions, layout, and consultant work		Shaw to get initial feed back from design/build pool
31 Team	L2.2 & A202.12	Confirm Glass handrail types and mounting		
32 Arch	Sections and floor details	Confirm 6" crushed gravel below slab w/out vapor barrier per geotech		
33 Arch	A101.31 & #2/A501	Confirm discussion on area wells, drainage, premanufactured, self lifting grates, embedded treads		







## CURRENT AND ANTICIPATED WORKLOAD

*Describe your current workload and expectations in coordinating your current projects, anticipated projects and this project.*

### CURRENT PROJECTS IN PROGRESS

Below is a list of project that is currently in progress.

Project	Owner	Architect	Value	Completion Date
Aspen Ski Co Housing	Aspen Skiing Company	Lipkin Warner Architects	\$12,757,000	6/2021
Ten West	Greeley City Center West	EV Studio	\$37,141,000	6/2021
Westminster Row	GPAI Westminster, LLC	Hord Coplan Macht	\$56,656,000	5/2022
Avon Apartments	Actis, LLC	Parikh Stevens Architects	\$50,281,000	7/2021
Lakewood Phase 2	AP Partners LLC	Lantz-Boggio Architects PC	\$31,771,062	8/2021
Aspire Salon TI	The Parlour	G3 Architecture	\$553,000	8/2021
Aspen Civic Offices	City of Aspen	Charles Cuniffe Architects	\$31,771,062	8/2021
Shooks Run Apartments	Shooks Run LLC	Miles-Lambert Architecture, Inc.	\$8,417,000	10/2021
Circle Point	Millennium Circle Point	Miles-Lambert Architecture, Inc.	\$41,700,000	10/2021
Aspen Sundeck	Aspen Snowmass	Rowland and Broughton	\$6,000,000	11/2021
NMTC Flex Buildings	Colorado Outdoors	Pinnacle Design, Inc.	\$7,715,113	11/2021
Village at Centennial	CRP/SR Pacific Owner, LLC	Architecture Design Collaborative	\$37,446,101	11/2022
Gunnison Crested Butte Regional Airport	Gunnison County	Gensler	\$24,317,142	5/2022
1250 South Pearl	Narrate	OZ Architecture	\$19,775,840	7/2022
Montrose Public Safety Complex	City of Montrose	Blyth Group + CO.	\$15,000,000	7/2022
MorningStar Observatory Park	CD-MS, LLC	Hord Coplan Macht	\$23,388,816	8/2022
Burlingame Phase 3	City of Aspen	359 Design	\$27,581,000	9/2022
Green Valley Ranch	The Dinerstein Companies	Cunningham Group Architecture	\$51,000,000	3/2023
19th and Chestnut	Pando Holdings	Shears Adkins Rockmore	\$39,718,513	3/2023
Fanny Hill Snowmass	East West Partners	Lake Flato	\$28,000,000	5/2023

### ANTICIPATED WORKLOAD

Shaw has a number of anticipated jobs. For this project team specifically, we have CMU Baseball which will overlap. This will provide us the opportunity to gain more experience and expertise for Stocker Stadium & Suplizio Field. Tom Scoble, Brent Johnson and Robert Glover will all be on the CMU Baseball project. Joe De Trollo, Project Superintendent is available full time when this project starts.

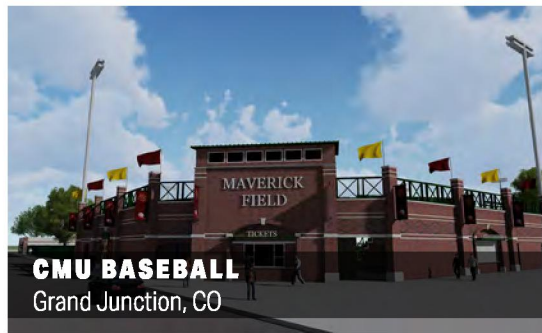




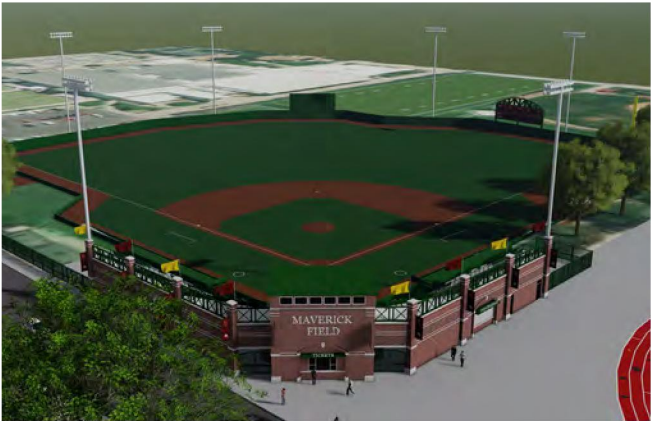
## CAPABILITY/PERFORMANCE

*Provide brief project descriptions and histories that delineate your ability for at least four (4) projects completed in the past five years with a similar size and scope to this project.*

On the following pages, we have included project profiles for the following projects:







## COLORADO MESA UNIVERSITY BASEBALL STADIUM

Grand Junction, CO

### Project description:

The CMU Baseball project includes the conversion of their existing practice field into a new baseball stadium complex. Improvements include field improvements to level the playing surface, seating/grandstands for approximately 1,500 spectators, including a new press box with storage underneath, new batting cages and bullpens, a new team clubhouse, a new outfield wall, a new scoreboard, two ticket booths, field lighting, a new backstop and netting system, a concessions area, public restroom facilities and all grading and utilities to support the improvements. The new seating will include a mix of chairs, bench seats with chair backs, and open bench seats.

### Budget at SD and DD

\$7,540,522

### GMP

\$7,540,522

### Change orders

NA

### Final Cost

\$7,540,522

### Size

1500 Seats

### Structural System(s)

Structural steel

### Schedule

Starting June 2021

### Owner

Colorado Mesa University / David Detwiler / 970-261-6360





COLORADO MESA UNIVERSITY SOFTBALL IMPROVEMENTS

Grand Junction, CO

Project description:

The CMU Softball project included the construction of the outfield hospitality deck. It was built in six weeks.

Budget at SD and DD  
\$423,610 (Stipulated Sum)

GMP  
\$423,610

Change orders  
\$52,746

Final Cost  
\$476,356

Size  
12,000 sf

Structural System(s)  
Structural steel

Schedule  
6 weeks

Owner  
Colorado Mesa University / David Detwiler / 970-261-6360





COLORADO MESA UNIVERSITY HEALTH SCIENCES AND PRACTICE FIELD

Grand Junction, CO

Project description:

This project was the renovation and development of the north half of a block formerly occupied by Community Hospital. Four portions of the old Community Hospital were demolished, and a 6,200 sf addition was constructed as a central hub to connect the four portions. The new Health Sciences building includes Simulation Laboratories, Medical Technology Lab, Radiology Technology Lab, 60 / 30-seat classrooms, seminar rooms, and indoor and outdoor student lounge space. In addition to the building, Shaw completed the band practice field, a synthetic field used for band practice and other activities. Same turf for the band practice field was used at Stocker Stadium.

**Budget at SD and DD:**  
\$11,000,000

**GMP**  
\$10,000,063

**Change orders**  
\$535,000

**Final Cost**  
\$10,535,063

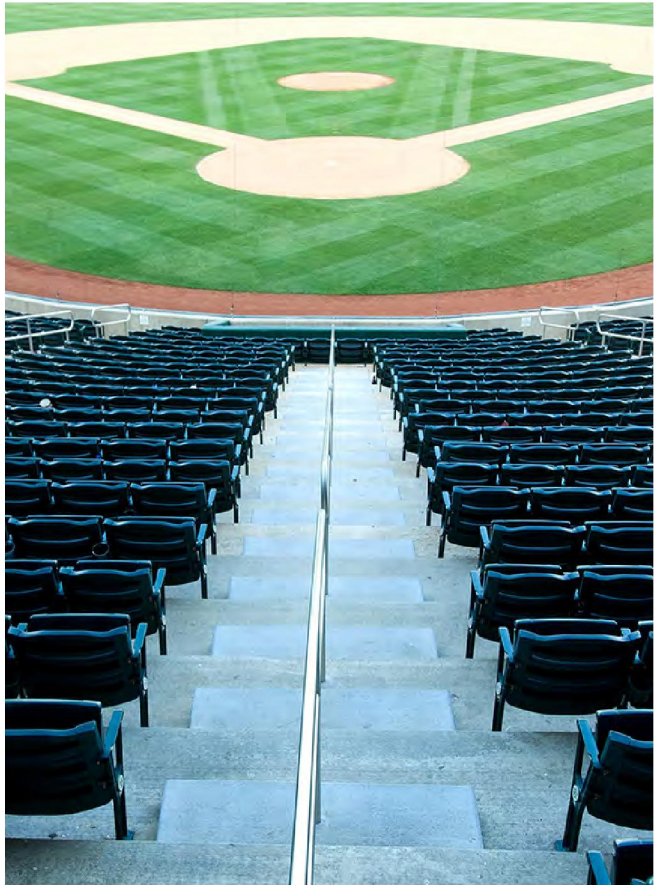
**Size**  
54,744 SF / 3 floors

**Structural System(s)**  
Steel

**Schedule**  
April 2016 - June 2017 / This project was completed on time

**Owner**  
Colorado Mesa University / David Detwiler / 970-261-6360





FORT BRAGG MLB STADIUM

Fort Bragg, NC

Project description:

BrightView constructed Fort Bragg Stadium for a special July 4th weekend game between the Atlanta Braves and Miami Marlins. The game was designed to celebrate military families and allow them to attend a Major League Baseball game in a town where they normally wouldn't have the chance to do so. Murray Cook, President of BrightView Sports Turf, is the official Ballpark and Field Consultant for Major League Baseball. BrightView, Populous and BaAM Productions constructed the entire Fort Bragg stadium, complete with stands, clubhouses, lights, media facilities and a big-league-caliber playing surface on what had been an abandoned golf course – all for one Major League game. Then just as soon as the final out had been recorded, they tore it all down, leaving just the field for recreational use by military members. Although the stadium no longer exists, it was named the 2016 Ballpark of the Year by BaseballParks.com.

Budget at SD and DD

\$1,800,000

GMP

\$1,857,790

Change orders

\$72,459

Final Cost

\$1,930,249

Size

104,500 SF / 2 floors

Structural System(s)

Steel

Schedule

The project was designed, built and game-day ready in 6 months.

Owner

BaAM Productions – Ray Salverda (Project Director), 416-270 5352, ray@baamproductions.com




# BONDING CAPACITY

*Provide proof of bonding capacity for this project including CM/GC fees along with current and anticipated project workloads.*



Surescape Insurance Services  
7800 S. Elati Street, Suite 100  
Littleton, CO 80120

(303) 225-8030 Phone   
(303) 225-8034 Fax 

May 7, 2021

California Office  
California License: 0B95668  
77-564 Country Club Drive, Suite 401  
Palm Desert, CA 92211

**RE: Shaw Construction, LLC– Bonding Capacity Verification**

Attn: Duane Hoff Jr., Senior Buyer  
City of Grand Junction Purchasing Department  
333 West Ave D,  
Grand Junction, CO 81501


Dear Duane,

Our agency services the surety bond program for Shaw Construction, LLC. We have known the principals of Shaw for several decades and give our highest recommendation of their character and capacity to deliver top quality construction. Shaw has developed a reputation for impeccable quality and cost-effective construction, particularly in challenging weather and site conditions posed while working in the Rocky Mountain region. The following details Shaw Construction's bonding information:

Name of Surety:	Travelers Casualty & Surety Company of America
Licensed States:	All 50 States
A.M. Best Rating:	A+ (Excellent) XV
Treasury Listed:	Yes
Claim/Completion History:	No surety claims or surety completion of projects
Single Project/Aggregate Capacity:	\$250,000,000 Single/\$350,000,000 Aggregate

Through guaranteeing performance with surety bonds on Shaw's projects on hundreds of projects spanning several decades, we have not received a single complaint about their performance on projects or their payment to subcontractors and suppliers. We are proud to recommend the Shaw team to you. Please contact our office for any additional information you may require.

Sincerely,



Douglas J. Rothery  
President





## REFERENCES

*A minimum of five (5) references that can attest to your experience in projects of similar scope and size. Please also summarize the projects completed with these references including: Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Original Project Budget, Final Project Cost, Pictures, and Explanation of variation from original budget to final project cost.*

On the following pages, we have included references with project information for the following people:

Name	Email	Phone	Projects Completed Together
<b>Jack Wheeler,</b> former Capital Asset Director for the City of Aspen. Currently the President of Concept One Group.	wheeler@conceptonegroup.com	970-456-6470	Aspen Police Department Aspen Workforce Housing Aspen City Offices
<b>Jay Valentine,</b> City of Grand Junction	jayva@gjcity.org	970-244-1517	Grand Junction Fire Station # 1 Grand Junction Fire Station # 2 Grand Junction Public Safety Building Fire Administration Building
<b>Tim Foster,</b> Colorado Mesa University	tfoster@coloradomesa.edu	970-248-1498	Over 12 projects for Colorado Mesa University
<b>Phil Onofrio,</b> Mesa County School District No. 51	phil.onofrio@d51schools.org	970-254-5100	Monument Ridge Elementary
<b>Jody Kole,</b> Grand Junction Housing Authority	jkole@gjha.org	970-245-0388	Over 8 projects completed for GJHA





## ASPEN POLICE DEPARTMENT

Aspen, Colorado

### Project Description:

The Aspen Police Department is a three-story police department building that includes a 20,000-sf cast-in-place underground parking lot with locker room/weight room, evidence storage, administration offices with patrol and interview rooms. Materials being used include Cross Laminated Timber floor and roof and Glulam frame construction of the police offices. Built to LEED certification.

#### Client

City of Aspen

#### Phone

970-456-6470

#### Original Project Budget

\$16,296,106

#### Address

540 E Main St, Aspen, CO 81611

#### Email

wheeler@conceptonegroup.com

#### Final project Cost

\$18,411,656

#### Contact

Jack Wheeler (formally with the City of Aspen)

#### Project Dates

Original: 4/13/2018  
Actual: 5/18/2018, owner change order extension



## GRAND JUNCTION PUBLIC SAFETY COMPLEX

Grand Junction, Colorado

### Project Description:

The Public Safety Complex is a houses a two-story building is 63,000 sf state-of-the-art 911 call center, crime lab and administration space. With extensive preconstruction efforts, Shaw was able to save the city over \$600,000 which allowed for the renovation of an additional fire station (fire station # 2). Shaw also maintained existing critical facilities during construction and successfully transitioned each department in phases without interruption to operations.

#### Client

City of Grand Junction

#### Phone

970-244-1517

#### Original Project Budget

\$19,207,771

#### Address

555 Ute Ave, Grand Junction,  
CO 81501

#### Email

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

#### Final Project Cost

\$18,780,639

#### Contact

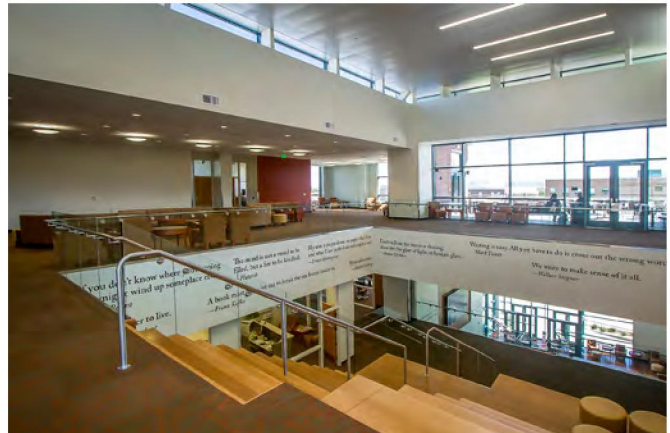
Jay Valentine

#### Project Dates

Original: 8/1/2010

Actual: 8/1/2010





## ESCALANTE HALL

Grand Junction, Colorado

### Project Description:

Escalante Hall is a 75,000-sf academic classroom building. Escalante Hall provides a critically needed state-of-the-art smart classroom instructional space that includes a 'green room' for video production with surround sound acoustics. Shaw consolidated facilities for the language, literature and mass communications departments. The space includes informal student gathering spaces, study spaces and rooftop meeting spaces.

**Client**  
Colorado Mesa University

**Phone:**  
970-248-1303

**Original Project Cost**  
\$16,316,086

**Address:**  
1020 Elm Ave, Grand Junction,  
CO 81501

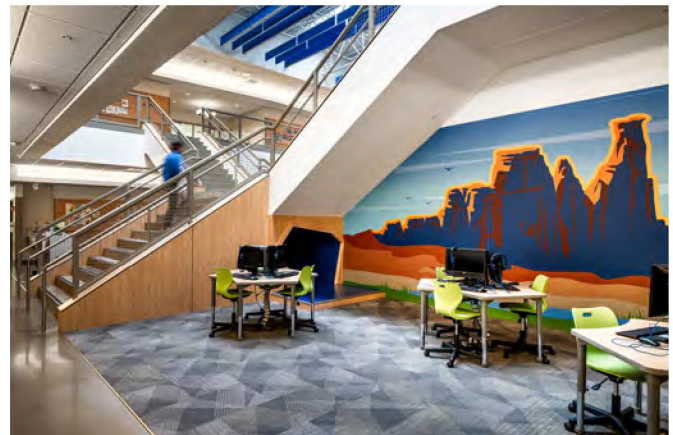
**Email:**  
tfoster@coloradomesa.edu

**Final Cost**  
\$17,769,682

**Contact:**  
Tim Foster

**Project Dates:**  
Original: 05/01/2003  
Actual: 05/01/2013





## MONUMENT RIDGE ELEMENTARY SCHOOL

Fruita, Colorado

### Project Description

Monument Ridge Elementary school is a new, 60,000-sf elementary school. The building is a two-story, steel frame building with CMU veneered walls and fiber cement panels. The school features state-of-the-art technology, an administration area, a gymnasium, a cafeteria, a media center, athletic fields and more.

#### Client

Mesa County School District  
No. 51

#### Address

1501 K 4/10 Rd, Fruita, CO  
81521

#### Contact

Phil Onofrio

#### Phone

970-254-5100

#### Email

phil.onofrio@d51schools.org

#### Project Dates

Original: 9/01/2018

Actual: 9/01/2018

#### Original Cost

\$3,245,842

#### Final Project Cost

\$22,511,356



## 2814 PATTERSON

Grand Junction, Colorado

### Project Description:

2814 Patterson is a 60,000-sf, 60-unit three-story affordable housing apartment building located in Grand Junction, Colorado. Units range from one or two-bedroom units and opens up to a community courtyard. The exterior walls are prefabricated SIPs (structural insulated panels) with Telluride stone, stucco, and Longboard aluminum siding. The building structure is wood frame with CLT elevator and stair cores. The new complex has easy access to jobs and shopping.

#### Client

Grand Junction Housing  
Authority

#### Phone

970-245-0388

#### Original Project Cost

\$12,164,955

#### Address

8 Foresight Circle  
Grand Junction, CO 81505

#### Email

jkole@gjha.org

#### Final Cost

\$12,682,554

#### Contact

Jody Kole

#### Project Dates

Original: 2/17/2020  
Actual: 3/31/2021



## FEE PROPOSAL:

*The construction duration for this project will be determined during the course of design and the development of the "Construction Logistics Plan". Contractor shall submit pricing as follows: Not to Exceed Price for all Pre-Construction Services for this project; and % of OH&P for Construction Services for this project; and Not to Exceed Price for all General Conditions. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project. Include the following:*

**COST/PRICING PROPOSAL FORM**  
**RFP-4865-21-DH "Renovations of Stoker Stadium & Suplizio Field CM/GC"**

Date: 05/07/2021

**CM/GC Cost/Pricing proposal shall be based upon a \$6,700,000 construction budget.**

1. CM/GC Pre-Construction Services Fee	\$ <u>0.00</u>
2. CM/GC Construction Services Fee (OH&P) (provide in both % and \$)	% <u>3.95</u> \$ <u>264,650</u>
3. General Conditions (NTE)	\$ <u>363,230</u>
<b>Total CM/GC Fee</b>	<b>\$ <u>627,880</u></b>

**Total CM/GC Fee Written:**

Six hundred twenty seven thousand eight hundred eighty dollars

Please provide a detailed breakdown to adequately describe the CM/GC services and associated anticipated reimbursable costs so as to demonstrate as complete an understanding as possible of the services provided.

**Company:** Shaw Construction

**Authorized Signature:** 

**Title:** Western Slope, President

**\*\* Per proposal as an add alternate to the City for \$11,000 we can use BrightView as a consultant to the design team for Suplizio Field.**

### Project: Renovations of Stocker Stadium & Suplizio Field

Date:

5/7/2021

General Conditions and Fees Spreadsheet		Comments
<b>PROJECT NAME</b>		
<b>Project Construction Budget/Anticipated Contract Amount</b>	<b>\$6,700,000</b>	<b>At time of RFP</b>
Schedule (in months)	7.0	per RFP
1. Preconstruction fees (as #)	<b>\$0</b>	
2. Overhead and Profit (as a lump sum)	<b>\$264,650</b>	<b>3.95%</b>
<b>General Conditions (NTE)</b>	<b>\$363,230</b>	<b>subtotal of below</b>
Project Manager	\$62,204	
Project Superintendent	\$108,942	
Project Coordinator	\$16,440	
Office Administrator/Accounting	\$0	w/ OH&Fee
General Conditions Labor Burden	\$0	Included in costs above
Travel and Meals	\$0	w/ OH&Fee
Subscription or other fees for project management or accounting software	\$0	w/ OH&Fee
Project Legal Fees	\$0	w/ OH&Fee
Trailer Rental	\$2,975	
Trailer Move in/ Move out (mobilize)	\$1,500	
Generator for office	\$0	assume we can tap into electric service
Office Furniture	\$450	
Office Supplies	\$800	
Computers	\$8,297	
Phone and Internet	\$3,570	
Copy Machine	\$2,793	
Digital Camera/photos	\$0	w/ OH&Fee
Drinking Water	\$770	
Postage and Messenger	\$0	Included w/ Trailer
Bulletin Boards	\$0	Included w/ Trailer
Construction Documents	\$1,100	
Courier Service	\$0	w/ OH&Fee
Close-Out Documents	\$800	
Final building cleaning	\$2,500	
Street cleaning	\$1,750	w/ cost of work
Dust Control	\$1,950	
Temporary Construction Power	\$2,450	
Construction Gas	\$0	Not anticipated
Small tools	\$1,250	
Snow Removal	\$3,500	allowance
Fax	\$0	w/ copy machine
Field radio	\$0	w/ OH&Fee
cell phones	\$3,288	
Internet	\$0	w/ phone & internet
Construction Truck	\$15,204	
Temporary Fencing	\$1,200	Assume can use existing fence. Some min fence required.
Construction Signage	\$550	
Project Signage	\$875	
Storage Trailer	\$0	included
Sanitation facilities/toilet	\$1,330	Assume can use some bathrooms but have assumed 2 porta potty.
Dumpsters	\$5,700	Haul off of any bleachers with demo company if required.
Safety Program	\$2,450	

## FEE PROPOSAL

Fire extinguishers	\$520	
First Aid	\$560	
Safety Equipment	\$1,080	
Site Security	\$1,243	
Liability Insurance	\$50,250	0.75% of \$6.7M DCOW
Umbrella Insurance	\$0	Included above
Automobile Insurance	\$0	Included above
Builders Risk Insurance	\$4,690	\$670/month based on 7 months and \$6.7M
Workers Comp Insurance	\$0	Included w/ GL
Payment and Performance Bonds	\$50,250	0.75% of \$6.7M DCOW
Warranty	\$0	Included w/ OH/Fee

### Add Alternate

** BrightView Preconstruction Services (based upon plans prepared by others)	\$11,000
a. Cost Model Preparation / Budget Estimate	
b. Schedule sequencing input / site access and logistics	
c. General Plan review and constructability input. Design, Material input	





## ADDITIONAL DATA (OPTIONAL)

*Provide any additional information that will aid in evaluation of your qualifications with respect to this project.*

On the following pages, we have included additional project experience demonstrating Shaw's experience in building projects of similar scope including:







## FOLSOM FIELD

Boulder, Colorado

### Project Description

This addition and renovation to the 1924 stadium added 1,900 club seats, 41 luxury suites and a large club/ banquet facility. The project included doubling the concourse size, adding a full commercial catering kitchen and upgrades to HVAC and electrical systems. Shaw partnered with the University and Sink Combs Dethlefs to build the exterior skin of the building in accordance with strict campus standards including precast and sandstone veneer and clay tile roofing.

#### Size

149,204 sf

#### Structure Type:

Structural Steel

#### Client:

University of Colorado at Boulder

#### Architect:

Sink Combs Dethlefs





## TELLURIDE TOWN PARK STAGE

Telluride, Colorado

### Project Description

This Design-Build project for the Town of Telluride involved the complete demolition and rebuilding of a new stage for the Town of Telluride. The project included necessary code and accessibility upgrades, an expansion to the lower level which includes production space, performers lounge, green rooms, restrooms, storage and staging areas. Construction also included an upgraded loading area, an addition to the speaker towers and high capacity handicap and equipment lift. Select materials from the previous stage were retained and reused, part of which were from the original 1975 stage. Updated materials such as natural corrugated metal siding and metal-clad shed roofs were incorporated. The project was completed during the winter to ensure no performances were affected during the busy summer and fall seasons.

#### Structure Type:

Structural Steel

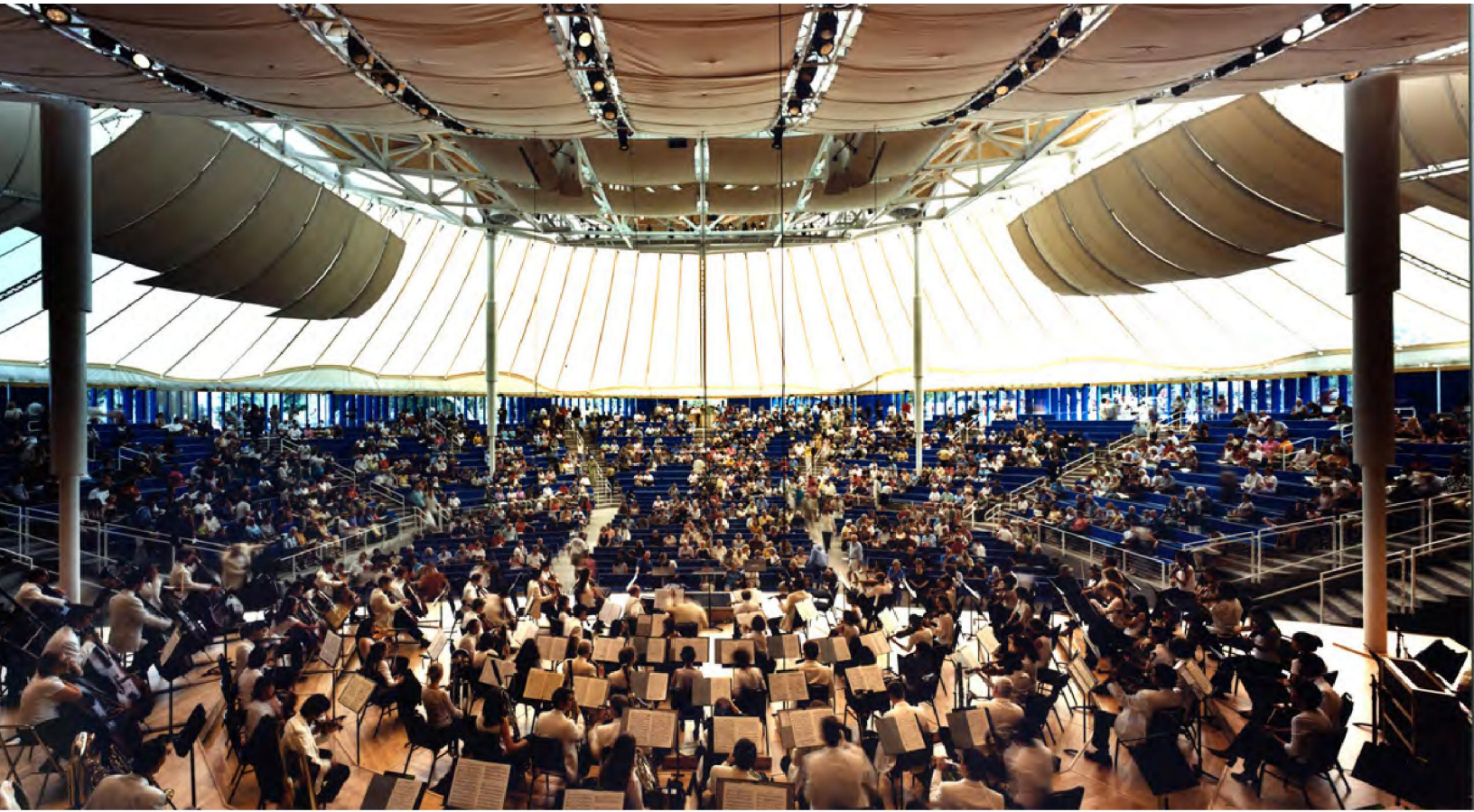
#### Architect:

Charles Cuniffe Architects

#### Client:

Parks & Recreation for Town of Telluride





## BENEDICT MUSIC TENT

Aspen, Colorado

### Project Description

This award-winning, permanent festival and events facility combines the acoustics of a first-rate concert hall and the luxurious ambiance of an immense outdoor enclosure with seating for 2,505 people. This project was completed on time, on a fast-track schedule and under budget. Construction included the demolition of the existing 33,000-sf concrete and steel structure; 52 miles of sound, feeder, branch and alarm wiring; 9.3 million pounds of concrete; 215,000 pounds of reinforcing steel and 524,000 pounds of structural and architectural steel.

#### Structure Type:

Concrete / Structural Steel

#### Architect:

Harry Teague Architects

#### Client:

Aspen Music Festival





## HARRIS CONCERT HALL

Aspen, Colorado

### Project Description

The Harris Concert Hall is a new 500-seat rehearsal/performance hall. The structure is reinforced concrete, with the main floor 40 feet below similar to a Greek Amphitheater. This project was built during an unrelenting winter, that brought a total snowfall accumulation of 240 inches at the site.

**Structure Type:**  
Concrete

**Architect:**  
Harry Teague Architects

**Client:**  
Aspen Institute



## SECTION 8.0: SOLICITATION RESPONSE FORM

Bid Date: May 7, 2021

Project: RFP-4865-21-DH "Renovations of Stoker Stadium & Suplizio Field CM/GC"

Bidding Company: Shaw Construction

Name of Authorized Agent: Sam Meyer

Email SamMeyer@shawconstruction.net

Telephone 970-248-2613

Address 760 Horizon Drive, #201

City Grand Junction

State CO

Zip 81506

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

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

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

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

Prices in the 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 quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 0 days after the receipt of the invoice.

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

State number of Addenda received: 2.

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

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

Company: Shaw Construction

Authorized Signature: 

Title: President, Western Slope,





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2021

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> Moody Insurance Agency, Inc. 8055 East Tufts Avenue Suite 1000 Denver CO 80237	<b>CONTACT NAME:</b> Moody Insurance Agency <b>PHONE (A/C, No, Ext):</b> (303) 824-6600 <b>E-MAIL ADDRESS:</b> certrequest@moodyins.com <b>FAX (A/C, No):</b> (303) 370-0118
<b>INSURED</b> Shaw Construction Holdings LLC 300 Kalamath St Denver CO 80223-1150	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Cincinnati Insurance Companies <b>INSURER B:</b> Pinnacol Assurance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 20.21 Master Cert**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		EPP0591380	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			EBA0591380	10/01/2020	10/01/2021	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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			EPP0591380	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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 <input checked="" type="checkbox"/> N	N/A	4029941	10/01/2020	10/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Grand Junction is listed as additional insured when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

City of Grand Junction 250 N 5th Street Grand Junction CO 81501	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> <b>AUTHORIZED REPRESENTATIVE</b> Moody Insurance Agency
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

<b>AGENCY</b> Moody Insurance Agency, Inc.		<b>NAMED INSURED</b> Shaw Construction Holdings LLC	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability Insurance: Notes

Schedule of Named Insureds:  
 Crossroads Ventures LLC  
 G.G. Shaw Inc.  
 Homes by Shaw  
 Shaw Apartment Builders LLC  
 Shaw Builders LLC  
 Shaw Construction  
 Shaw Construction Company  
 Shaw Construction Company LLC  
 Shaw Construction Equipment LLC  
 Shaw Construction LLC  
 Shaw Construction of Wyoming LLC (auto, property, IM, professional/pollution, prior years umbrella)  
 Shaw Construction Partners Ltd.  
 Shaw Investments LLC  
 Shaw Professional Services  
 Shaw Residential LLC  
 Shaw Services Company  
 Shaw Signature Homes  
 Shaw Signature Services  
 Shaw-Saunders Joint Venture LLC  
 SHM Ventures I  
 Steve Meyer LLC

Pollution & Professional Liability Policy:  
 Policy Number: 03092348  
 Policy Effective Dates: 10/01/2020 – 10/01/2021  
 Insurer: Allied World Assurance Company (NAIC # 19489)  
 Policy Aggregate Limit: \$5,000,000  
 Professional Liability Limit: \$1,000,000  
 Mitigation Expense Limits: \$500,000 each act and \$1,000,000 aggregate  
 Contractor's Operations Pollution Limit: \$5,000,000  
 Contractor's Protective Indemnity Limit: \$1,000,000 each act and aggregate  
 Retroactive Dates: Professional 10/1/2002 – Mitigation 10/1/2014 – Protective 10/1/2015

Contractor's Equipment Policy: (Insurer A)  
 Policy Number: EPP0591380  
 Policy Effective Dates: 10/01/2020 – 10/01/2021  
 Form MA 411 02 88 Loss Payable endorsement applies to any and all leased/rented equipment  
 Leased & Rented Equipment Limit: \$1,000,000  
 Installation Floater Limit: \$1,000,000

Excess Liability - \$10M XS \$10M  
 Carrier: The Ohio Casualty Insurance Company (NAIC # 24074)  
 Policy Number: ECO2058271510  
 Each Occurrence / Aggregate Limits: \$10,000,000  
 Underlying Schedule: \$10,000,000 umbrella limits – policy EPP0591380

Excess Liability - \$5M XS \$20M  
 Carrier: Navigators Specialty Insurance Co.  
 Policy Number: SE20EXCZ035PFIC  
 Each Occurrence / Aggregate Limits: \$5,000,000  
 Underlying Schedule: Ohio Casualty Insurance Company – policy ECO2058271510

General Liability  
 Form GA 472 09 18 Includes –  
 Blanket Additional Insured Status when required by Written Contract  
 Blanket Primary and Non-Contributory Status when required by Written Contract  
 Blanket Waiver of Subrogation Status When Required by Written Contract

Automobile Liability  
 Form AA 288 01 16 Includes –  
 Blanket Additional Insured Status When Required by Written Contract  
 Blanket Primary and Non-Contributory Status when required by Written Contract  
 Blanket Waiver of Subrogation Status When Required by Written Contract





AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_\_ of \_\_\_\_\_

<b>AGENCY</b> Moody Insurance Agency, Inc.		<b>NAMED INSURED</b> Shaw Construction Holdings LLC	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Workers' Compensation

359-B Form Attached Includes:

Blanket Waiver of Subrogation status applies when required by written contract.

Umbrella Liability is on a follow form basis for underlying insurance coverages: General Liability, Automobile Liability, and Employer's Liability. Additional Insured Status Will Follow When Required by Written Contract, including for Primary Non-Contributory Status.

**\*\*Please Note Hard Copies of Endorsements will not be sent vial mail. All Endorsements will only be sent electronically via email. Please send your email address to [certrequest@moodyins.com](mailto:certrequest@moodyins.com) for forms and future mailings.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:*

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

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

b. "Bodily injury" or "property damage" *caused, in whole or in part, by "your work" performed under that written contract or written agreement and in*

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph 1. above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

- 3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "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.

- 4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

- 1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a contract, agreement, permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision issued, in writing, a contract, agreement, permit or authorization.

- 2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

- 1. Only applies to the extent permitted by law; and
- 2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- 3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, 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 written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.**; 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.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- 1. During the policy period; and



2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, 5. Other Insurance, b. Excess Insurance**; or
2. For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

- G.** The following is added to **Section IV - Commercial General Liability Conditions, 5. Other Insurance**, and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means any insurance provided by a consolidated (wrap-up) insurance program.

- H. Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

We waive any right of recovery we may have against any additional insured under this endorsement against whom you have agreed to waive such right of recovery in a written contract, written agreement, written permit or written authorization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, written agreement, written permit or written authorization. However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

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

**CinciPlus®  
BUSINESS AUTO XC+®  
(EXPANDED COVERAGE PLUS)  
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

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

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c.** is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and
2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**1. Changes in Liability Coverage**

The following is added to the **Section II - Liability Coverage, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is amended by replacing Paragraph 5.b. with the following:

- b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.



However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "accident";
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

- a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;
  - b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;
  - c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
  - d. Does not apply to an insured under any other automobile liability policy, or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. **Fellow Employee** is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

#### **J. Rental Reimbursement**

**SECTION III - PHYSICAL DAMAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
3. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day.
4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

#### **K. Transportation Expense - Higher Limits**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a. Transportation Expenses**.

#### **L. Airbag Coverage**

**SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

#### **M. Loan or Lease Gap Coverage**

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":
  - a. The most we will pay for "loss" in any one "accident" is the greater of:
    - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
      - (a) Overdue lease or loan payments;
      - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
      - (c) Security deposits not refunded by the lessor;
      - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
      - (e) Carry-over balances from previous loans or leases, or
    - (2) Actual cash value of the stolen or damaged property.
  - b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C. "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **Section V - Definitions, H. "Insured contract", 1.c.** is amended to read:
  - c. An easement or license agreement;
2. **Section V - Definitions, H. "Insured contract", 2.a.** is deleted.

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

**LOSS PAYABLE PROVISIONS**

This endorsement modifies insurance provided under the following:

**INLAND MARINE COVERAGE PARTS**

**SCHEDULE**

Provisions Applicable

Loss Payable

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule.

**A. LOSS PAYABLE**

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest. We will:

1. Adjust losses with you: and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

NCCI #: WC000313B  
Policy #: 4029941

Shaw Services Company  
300 Kalamath Street  
Denver, CO 80223

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

**ENDORSEMENT: Blanket Waiver of Subrogation**

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

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

**SCHEDULE**

To any person or organization when agreed to under a written contract or agreement, as defined above and with the insured, which is in effect and executed prior to any loss.

Effective Date: October 1, 2020                      Expires on: October 1, 2021  
Pinnacol Assurance has issued this endorsement October 1, 2020



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

## **CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY  
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART  
COMMERCIAL AUTO COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART  
DENTIST'S PACKAGE POLICY  
ELECTRONIC DATA LIABILITY COVERAGE PART  
EXCESS LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART  
PRODUCT WITHDRAWAL COVERAGE PART  
PROFESSIONAL LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART  
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY**

### **SCHEDULE**

Name and mailing address of person(s) or organization(s):

**ANY ENTITY THAT REQUIRES 30 DAY NOTICE OF CANCELLATION IN A CONTRACT  
300 KALAMATH ST  
DENVER, CO 80223-1150**

Number of days notice (other than nonpayment of premium): 30

- A.** If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B.** If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C.** If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D.** In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.