



**CONTRACT RENEWAL**

#5322-23-KF

Date: October 23, 2023  
Firm: Aries Building Systems, LLC  
Description: 2<sup>nd</sup> Year Contract Renewal for the Mobile Office Trailer

Congratulations, Aries Building Systems, LLC has been awarded the 2<sup>nd</sup> year (of three) renewal options for contract #5322-23-KF, **Mobile Office Trailer**, covering service at the Persigo Wastewater Treatment Plant. This renewal is in accordance with the original Contract Documents dated September 27, 2012, for Solicitation RFP-4935-21-SH, Mobile Office Trailer.

The Mobile Office Trailer renewal will be provided on an as-needed basis from **January 1, 2024, through December 31, 2024**, contingent upon the City Council's appropriation of funds for 2024.

Please provide the current ACORD Insurance Certificate to the Purchasing Division.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
*Duane Hoff Jr.*  
9F789E7D50F14BC...  
\_\_\_\_\_  
Duane Hoff, Jr., Contract Administrator

**ACKNOWLEDGEMENT**

Receipt of this Contract Renewal is hereby acknowledged:

Firm: Aries Building Systems  
By: DocuSigned by:  
*Dan McGinnis*  
1158900D1928943...  
Name: Dan McGinnis dmcginnis@ariesbuildings.com  
Title: Western Region Manager  
Date: 10/23/2023



NOTICE OF AWARD RENEWAL 5156-23-SH

December 2, 2022

Mr. Dan McGinnis  
Western Region Manager  
Aries Building Systems, LLC  
8200 S. Quebec Street A3-749  
Centennial, CO 80112

**SOLICITATION DESCRIPTION: FIRST (OF THREE) ANNUAL RENEWAL FOR  
RFP-4935-21-SH Mobile Office Trailer**

Dear Mr. McGinnis,

You are hereby notified that your firm’s contract has been extended for a Mobile Office Trailer for the City of Grand Junction Persigo Wastewater Treatment Plant as needed from **January 1, 2023 through December 31, 2023.**

This extension continues to include the same terms and conditions of the original contract. The contract has been established using the Scope of Service in the formal solicitation.

If you have any questions or need to discuss this extension, please call me at 970-244-1513.

Sincerely,  
Susan J. Hyatt, C.P.M, CPPB  
City of Grand Junction  
Purchasing Division

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Extension is hereby acknowledged:

Contractor: ARIES BUILDING SYSTEMS, LLC  
By: DAN MCGINNIS  
Title: WESTERN REGION MANAGER  
Date: 12-2-22



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this **27th** day of **September, 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 **Aries Building Systems LLC**, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **RFP-4935-21-SH Mobile Office Trailer.**

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

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

**ARTICLE 1**

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project including all Addenda; **RFP-4935-21-SH Mobile Office Trailer**
- c. Contractors Response to the Solicitation and Lease Agreement as amended September 24, 2021.

d. 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 Services: 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 Price and Payment Procedures: The Contractor shall accept as full and complete lease compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Thirty Four Thousand Six Hundred Fifty dollars (\$34,650.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

To receive payment, Contractor must **submit invoices to Kurt Carson, Wastewater Services Manager at [kurtc@gjcity.org](mailto:kurtc@gjcity.org)**.

ARTICLE 5

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 6

**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.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Susan Hyatt  
Title: Senior Buyer

9/30/2021  
Date

**ARIES BUILDING SYSTEMS LLC**

DocuSigned by:  
By: Dan McGinnis  
Dan McGinnis, Western Region Manager

9/30/2021  
Date



**Request for Proposal  
RFP-4935-21-SH**

**MOBILE OFFICE TRAILER RENT/LEASE**

**RESPONSES DUE:**

August 24, 2021 prior to 2:30 P.M.

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

**<https://www.bidnetdirect.com/colorado>**

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

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

**Purchasing Representative:**

Susan Hyatt, Senior Buyer

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

970-244-1513

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

# **REQUEST FOR PROPOSAL**

## **Trailer Lease**

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### **Section**

- 1.0 Administrative Information and Conditions for Submittal**
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- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

**REQUEST FOR PROPOSAL**  
**RFP-4935-21-SH**  
**Trailer Lease**

**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 Purchasing Division on behalf of the Persigo Wastewater Treatment Plant (WWTP). All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

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

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

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide rental or lease of two (2) mobile office trailers through 2022. An option to buy is desired at the end of the lease.
- 1.3 The Owner:** The Owner is the City of Grand Junction and Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5 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.

**NOTE:** It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.6 Submission:** **Each proposal shall be submitted in electronic format only through the Rocky Mountain E-Purchasing website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). The uploaded response shall be a single PDF document with all required information included. This**



site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 4.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**Please join the virtual bid opening for Mobile Office Trailer Rent/Lease RFP-4935-21-SH Bid Opening on GoToConnect from your computer using the Chrome browser. <https://app.goto.com/meet/936203605> You can also dial in using your phone.**

**Dial-In**

**(646) 749-3335**

**Access Code**

**936-203-605**

- 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.
- 1.9 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61<sup>st</sup>) day 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.
- 1.10 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.
- 1.11 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.12 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 City’s website at [www.gjcity.org/501/Purchasing-Bids](http://www.gjcity.org/501/Purchasing-Bids), and Bidnet at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.13 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.

- 1.14 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 placed in a separate envelope 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 Purchasing Supervisor. 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.
- 1.15 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 section 1.12 entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.16 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.
- 1.17 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.
- 1.18 Sales Tax:** City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

<b>SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS</b>
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- 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 in not less than triplicate by the Owner (Owner) and Contractor. Owner will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.3. 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. 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.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.

- 2.6. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.7. 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.
- 2.8. 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 Purchasing Division.
- 2.9. 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.
- 2.10. 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.
- 2.11. 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**.
- 2.12. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.13. 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 Addendums.
- 2.14. 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.
- 2.15. 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.

- 2.16. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.16.1.** 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.
  - 2.16.2.** 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.
  - 2.16.3.** 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.
- 2.17. 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 workers without authorization 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).
- 2.18. 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.
- 2.19. 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.
- 2.20. 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.
- 2.21. 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.
- 2.22. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, 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.

- 2.23. 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.
- 2.24. 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.
- 2.25. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.26. 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.
- 2.27. 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.
- 2.28. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.29. 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.
- 2.30. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.31. 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.
- 2.32. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction/Mesa County budget approved by the City

Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.33. 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.
- 2.34. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees 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 proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.35. 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.
- 2.36. 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.
- 2.37. 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.
- 2.38. 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.
- 2.39. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror 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.
- 2.40. Multiple Offers:** Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.

**2.41. 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.

**2.42. Definitions:**

- 2.42.1.** “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.
- 2.42.2.** “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.
- 2.42.3.** 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.
- 2.42.4.** “Owner” is the City of Grand Junction/Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor’s Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.42.5.** “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.

**2.42.6.** "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.

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

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

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

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

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

## SECTION 3.0: INSURANCE REQUIREMENTS

**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 insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,  
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and  
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

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

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

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

(c) Comprehensive Automobile Liability insurance with minimum 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

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. The policies required by paragraphs (a), (b), and (c) 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. No additional insured endorsement to any required policy shall contain any exclusion for bodily

**injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.**

## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General:** Contractor shall provide all necessary labor, tools, materials, equipment, and resources required to provide, furnish, deliver, and install two (2) mobile office trailers at two (2) separate locations.
- 4.2. Specifications/Scope of Services:** One trailer will be delivered to the Perisgo Wastewater Treatment Plant (WWTP) at 2145 River Road, Grand Junction Colorado 81507. One trailer will be delivery to Kannah Creek water treatment plant at 950 Lands End Road, Whitewater, CO 81527. Both trailers shall include two (2) offices, a bathroom and a small meeting room.
- 4.2.1.** Both trailers will be set on the ground. There is no foundation, pad or prepared site available. Ground is level with no more than 1 foot slope.
- 4.2.2.** Contractor is responsible for leveling of the unit upon installation.
- 4.2.3.** Persigo WWTP will connect electrical, water and wastewater.
- 4.2.4.** Kannah Creek water treatment plant has no sewer hookup available. Trailer will need to be self-contained. Fresh water hookup is available.
- 4.2.5.** Offices will need some storage; either as closets or shelving/cabinets.
- 4.2.6.** Interior furnishings: Each office will need a desk and chair. Meeting room will need a table with six (6) chairs.
- 4.2.7.** Contractor shall comply with all codes, regulations, and standards in furnishing and installing a construction office trailer.
- 4.2.8.** Contractor shall be responsible for delivery, set up and install trailers immediately after award. Trailers shall remain on site through 2022. Contractor is responsible for tear down and removal at end of rental/lease agreement.
- 4.2.9.** Trailers shall have:
- 4.2.9.1.** Hard wired power source
  - 4.2.9.2.** Telecommunication hard wiring
  - 4.2.9.3.** HVAC
  - 4.2.9.4.** Exterior door locks with up to 5 keys
  - 4.2.9.5.** Window bars.
  - 4.2.9.6.** Stairs for entry, ramp not necessary
  - 4.2.9.7.** Fire Alarm, Fire Extinguisher/s

**4.3. Pricing information:** Provide rental or lease pricing through 2022. The option to purchase at end of rental/lease is requested as an add alternate.

**4.4. RFP Tentative Time Schedule:**

- Request for Proposal available on or about August 2, 2021
- Inquiry deadline, no questions after this date August 12, 2021
- Addenda posted no later than August 16, 2021
- Submittal deadline for proposals August 24, 2021
- Owner evaluation of proposals August 25 – 27, 2021
- Final selection/contract negotiation late August 2021
- Contract begins no later than September 1, 2021

**4.5. Contract Period:** The contract period shall be in effect from early September 2021 through December 31, 2022. Upon mutual agreement of all parties the contract may be extended for three (3) additional one (1) year periods.

**4.6. Questions Regarding Scope of Services**

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

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the BidNet website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). This site offers both "free" and "paying" registration options that allow for full access of the City's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted 1 to 7.

- 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 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. Trailer:** Offerors shall propose a trailer that adequately fulfills the specification requirements. The Owner will award to the Offeror that will perform as specified in this document at best value.to the Owner
- C. Brochures:** Product brochures of the trailers shall be provided along with warranty information.
- D. Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the Owner's objectives regarding this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate his/her 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.
- E. References:** A minimum of three (3) **references** with their names, addresses, telephone numbers and email addresses that can attest to your experience in projects of similar scope and size.
- F. Fee Proposal:** Provide a complete list of costs using Solicitation Response Form found in Section 7.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 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 Criteria:** 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 offers. The following parameters will be used to evaluate the submittals (in no particular order of priority):

The following collective criteria shall be worth 70%:

- **Responsiveness of submittal to the RFP (5)**  
(Contractor has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the project and the objectives (5)**  
(Contractor's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Strategy & Implementation Plan (20)**  
(Contractor 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 D. – Strategy and Implementation Plan for details.)
- **Rental or Lease Agreement (15)**  
(The terms of Contractor's agreement match the objectives of the City.)
- **Necessary resources (15)**  
(Contractor has provided sufficient information proving their available means to perform the required scope of work/service necessary to complete the project.)
- **Suitability of the proposal to fulfill City's requirements (10)**  
(Contractor's trailer is appropriate and applicable to fulfill the needs of this solicitation.)

The following criteria shall be worth 30%

- **Fees**  
(All fees associated with the project are provided and are complete and comprehensive.)

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

- 6.3 References:** References of the short-listed firms will be assessed during the final phase of the evaluation process.
- 6.4 Oral Interviews:** The City may invite the most qualified rated proposers to participate in oral interviews.
- 6.5 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 Firm.

**SECTION 7.0: SOLICITATION RESPONSE FORM**

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

1. Lump Sum proposal for Persigo wastewater treatment plant: \$ \_\_\_\_\_

Dollar amount **written**: \_\_\_\_\_

State monthly rental/lease used to determine above lump sum: \$ \_\_\_\_\_

2. Lump Sum proposal for Kannah Creek water treatment plant: \$ \_\_\_\_\_

Dollar amount **written**: \_\_\_\_\_

State monthly rental/lease used to determine above lump sum: \$ \_\_\_\_\_

3. Add Alternate:

a. State purchase price for Persigo trailer at end of lease: \$ \_\_\_\_\_

b. State purchase price for Kannah Creek trailer at end of lease: \$ \_\_\_\_\_

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

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

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

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

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 that he/she is 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 Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544 for City of Grand Junction and Mesa County Tax Exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the City if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The City reserves the right to consider any such discounts that are no less than Net 10 days when determining bid award.



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

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

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

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

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

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

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

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

\_\_\_\_\_  
E-mail Address of Contact

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

\_\_\_\_\_  
Date



Purchasing Division

## **ADDENDUM NO. 1**

**DATE:** August 16, 2021  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Mobile Office Trailer RFP-4935-21-SH

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:

**Question 1:** In regards to the Fire Alarm, do you need a smoke detector or full sprinkler system?

**Answer:** A smoke detector is sufficient.

**Question 2:** None of our restroom units are fully contained. Typically a 250 gallon sewage holding tank is hooked up on site and sits below the unit. Will this work?

**Answer:** Yes.

**Question 3:** Would you accept a delivery date in Late October/early November for the new mobile buildings?

**Answer:** Yes. Please include the delivery in your proposal.

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 blue ink that reads "Susan J. Hyatt".

Susan Hyatt, Senior Buyer  
City of Grand Junction, Colorado



*Proposal for:*



City of Grand Junction  
Purchasing Division  
250 North 5<sup>th</sup> Street  
Grand Junction, CO 81501

**Mobile Office Trailer Rent/Lease RFP 4935-21-SH**



August 24, 2021

Susan Hyatt  
Senior Buyer  
Purchasing Division  
250 North 5t Street  
Grand Junction, CO 81501

Dear Susan-

We appreciate this opportunity to provide this proposal for (2) mobile offices per your RFP 4925-21-SH and addendum #1.

Aries Building Systems (Aries) is an organization exclusively formed by highly experienced modular industry professionals. We believe there is nothing more important than consistent delivery of exceptional service, dependability, and innovation. We are currently expanding our business through the construction of new modular offices, and this project is of special interest to us due to its geographic location at both the Persigo and Kannah Creek locations, and municipal based contract which is consistent to numerous projects we have completed throughout the Western U.S.

Our industry expertise provides both creative construction methodologies and detailed logistics planning. Aries works exclusively with a network of highly skilled modular manufacturing firms, transporters, and assembly crews to deliver optimal solutions for our customers, delivering projects on-time and on-budget in any geographic location. We understand that each project is a customer-service based partnership that spans from initial introduction to successful project completion and beyond.

### **Strategy and Implementation**

Time is of the essence for this project, and with that Aries will engage our proven methodology where all team members are fully and equally engaged through our proprietary Project Management Information System (PMIS). This system provides a 360-degree view into the project, allowing any team member to view project status, logistics, timelines, and other pertinent information to keep the project on-track and our customer informed. This system also provides a centralized means for the project team to manage our vendor/supplier base to the strict adherence of project milestones.



For the manufacturing of the new structures, we will utilize a trusted Western U.S. based fabricator who has been in this business for several decades. Additionally, we will employ a highly experienced transporter and assembly crew all working safely and swiftly to deliver and complete this project beyond your expectations at both locations.

Overall project responsibility will be held by our District Manager (Dan McGinnis) who will be your main point of contact throughout. Dan will be backed by our highly experienced Project Manager (Kevin Macy), Administrator (Mary Grim) and the rest of our Aries Western District Team.

## References

Weld County School District  
Kurt Remmenga  
[Kurt.remmenga@weldre4.org](mailto:Kurt.remmenga@weldre4.org)  
(970) 686-8051

Lightsource BP/Pueblo  
Dylan Wood  
[dylan.wood@lightsourcebp.com](mailto:dylan.wood@lightsourcebp.com)  
(805) 835-3886

Highline School District  
Rod Sheffer  
[rodney.sheffer@highlineschools.org](mailto:rodney.sheffer@highlineschools.org)  
206-631-7509

Oak Harbor School District  
Brian Hunt  
[bhunt@ohsd.net](mailto:bhunt@ohsd.net)  
360-279-5960



## Clarifications

- Furniture provided in proposal per the following:
  - Two Desks per Trailer
  - Eight Desk Chairs Per Trailer
  - One 10' Conf Room Table per Trailer
  - Two Storage Cabinets per Trailer
  
- Bid pricing is calculated at 12.5 months of rent, assuming a turn-over date of December 15<sup>th</sup>, 2021.
- Buyout Price is at end of year one (2022.)
- All utility connections (electric, water & waste) and any necessary holding tanks for waste or water “by Others” and not included in this proposal.
- All zoning requirements, permits and related fees for the placement of the modular units is “by Others” and not included in this proposal. (Aries will provide drawings and other information to assist in the permitting process.)
- Smoke/fire detectors provided, fire extinguishers by Others.
- Steps for building entry included, no ramp has been included per RFP. If a Ramp is deemed necessary for any reason, additional charges will apply.
- Site/building pad must be accessible by standard delivery truck and provide proper drainage away from the underside of the structure. No hand rolling of units is included.
- Site must be dry and suitable for placement of modular. Any potential snow removal necessary for the placement of the modular units by others and not included in this proposal.
- A tax-exempt certificate must be furnished to Aries by the Customer.
- Pricing based on representative specifications provided within.

Again, we sincerely appreciate this opportunity, and we look forward to working with you on this project. Please let us know of any questions or concerns.

Sincerely,

Dan McGinnis  
Western District Manager  
(303) 725-3720

**SECTION 7.0: SOLICITATION RESPONSE FORM**

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

1. Lump Sum proposal for Persigo wastewater treatment plant: **\$34,650.00**

Dollar amount written: **Thirty Four Thousand, Six Hundred Fifty** State monthly rental/lease used to determine above lump sum: \$ 1,785.00

2. Lump Sum proposal for Kannah Creek water treatment plant: **\$34,650.00**

Dollar amount written: **Thirty Four Thousand, Six Hundred Fifty** State monthly rental/lease used to determine above lump sum: \$ 1,785.00

3. Add Alternate:

a. State purchase price for Persigo trailer at end of lease: \$ 81,400.00

b. State purchase price for Kannah Creek trailer at end of lease: \$ 81,400.00

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

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

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

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

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 that he/she is 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 Owner are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544 for City of Grand Junction and Mesa County Tax Exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the City if the invoice is paid within N/A days after the receipt of the invoice. The City reserves the right to consider any such discounts that are no less than Net 10 days when determining bid award.

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

State number of Addenda received: One.

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

**Aries Building Systems**

Company Name – (Typed or Printed)



Authorized Contact Signature

**8200 S. Quebec Street A3-749**

Address of Offeror

**Centennial, CO 80112**

City, State, and Zip Code

**Dan McGinnis**

Authorized Contact – (Typed or Printed)

**303 726 4162**

Phone Number

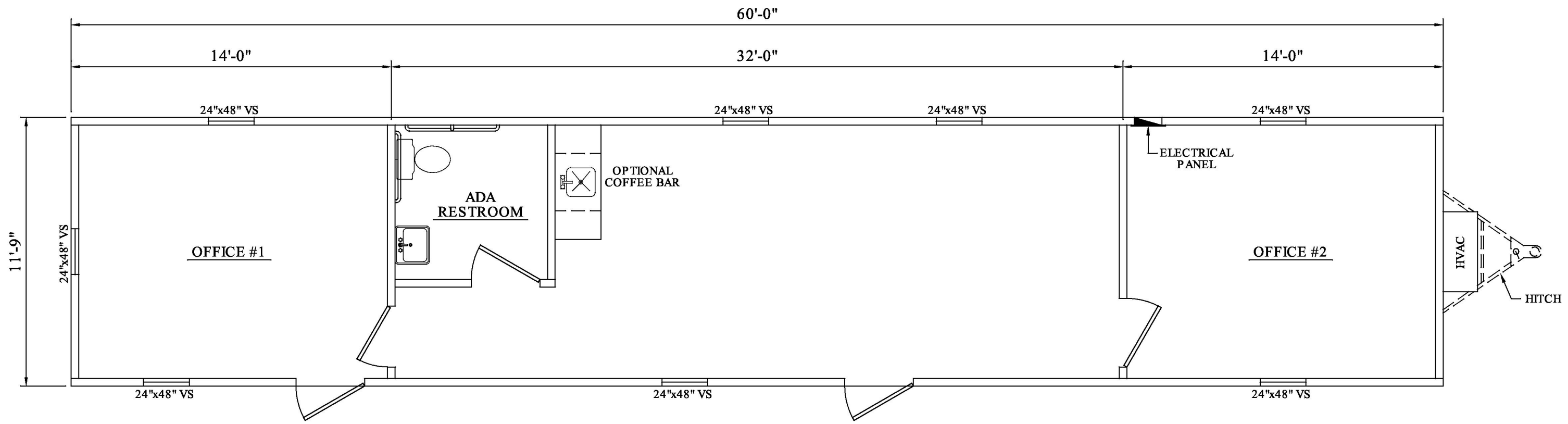
**dmcginnis@ariesbuildings.com**

E-mail Address of Contact

**8/24/21**

Date





THE INFORMATION HEREIN IS THE PROPERTY OF ARIES AND IS COPYRIGHTED MATERIAL. THIS DOCUMENT MAY NOT BE DISTRIBUTED TO ANY OTHER THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF ARIES BUILDING SYSTEMS, LLC.



CUSTOMER APPROVAL SIGNATURE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

STANDARD FINISHES	
EXTERIOR :	
ROOFING :	
FLOORING :	
INTERIOR :	
LIGHTING :	PER CODE
MISC. :	ADA RESTROOM MINI-BLINDS

**MOBILE OFFICE TRAILER  
 FLOOR PLAN  
 12' x 60' NOMINAL - 720 SF**

DRAWING SCALE :		N.T.S.	
DRAWN BY : DH		CHECK BY :	
DATE : 08/24/2021		APP'D BY :	
DRAWING NUMBER: DM-082421-01-H FP 1.0			REV: 0



**Aries Building Systems, LLC**  
12600 N. Featherwood Dr., Ste 450  
Houston, TX 77034

**Aries Building Systems, LLC, (“Aries”)**  
**BID CLARIFICATION(S)/EXCEPTION(S)**

**Bid Name and Number:** [City of Grand Junction Purchasing Division and Mesa County, Mobile Office Trailer RFP-4935-21-SH](#)

THIS PROPOSAL IS SUBMITTED BY ARIES CONTINGENT UPON THE FOLLOWING UNDERSTANDINGS:

1. This is a True Lease and title shall not pass unless and until full purchase price has been paid without offset, pursuant to an agreed and executed Sales Agreement.
2. The bid is subject to Aries Lease Agreement which is to be signed with terms and conditions mutually agreeable to both parties and shall be the controlling instrument.
3. The Aries Proposal/Bid documents shall be made a part of the contract documents.
4. **1.14 Confidential Material; 1.17 Open Records; 2.11 Confidentiality; 2.25 Ownership; 2.27 Patents/Copyrights**-This proposal including all the documents, drawings, and specifications furnished by Aries hereunder are furnished for use solely with respect to this Bid. The proposal provided by Aries is the exclusive and proprietary property of Aries and any copying, disclosure, or distribution of any part of the information is strictly prohibited without the prior written permission of Aries.
5. **1.18 Sales Tax**- The proposal pricing excludes all taxes. Taxes are additional. The City of Grand Junction Purchasing Division and Mesa County shall be responsible for the payment of all applicable taxes which are not covered by a valid sales tax exemption certificate.
6. **2.3 Permits, Fees, & Notices**-The City of Grand Junction Purchasing Division and Mesa County is responsible for obtaining at its own expense, all permits, related fees, applicable taxes, surveying, utility services and construction layout required under this Agreement for the project, subject to Aries scope of work in respective project. Aries’s obligation under this Agreement is strictly limited to its scope of work defined in its proposal/bid. Aries shall obtain any necessary permits for the transportation of the Equipment.
7. **2.5 Payment; 2.32 Public Funds/Non-Appropriation of Funds**-The payment terms are to be determined - based upon mutually acceptable terms to both parties. By awarding the project, the City of Grand Junction Purchasing Division and Mesa County represents adequate funds are available and allocated for the project.
8. **2.5 Payment & Completion**-All risk of loss or damage to the building shall pass to Lessee upon delivery of the building. Lessee shall have two (2) days from Aries’s completion of the Work to inspect the Work (“Inspection Period”). If any of the Work is nonconforming, Lessee shall provide written notice of such nonconformance to Aries during the Inspection Period. If Aries does not receive such notice in the prescribed time, the Work shall be deemed accepted. The Warranty Period shall begin upon acceptance. Lessee may not use, occupy, or have any other contractor perform work in the Equipment until Aries’s Work is accepted.



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9. **2.6 Changes in the Work; 2.7 Minor Changes in the Work; 2.8 Amendment; 2.13 Contract-Any** changes in terms, scope, price, or performance time or decisions on disputes need to be mutually agreed upon and signed in writing by both parties through a Change Order to the Agreement.
10. **2.9 Assignment-** The proposal pricing is submitted by Aries based upon the right of Aries to assign its Lease rights, remedies, responsibilities, obligations, and contracts for the project to a subsidiary or affiliate of Aries, or, to a third party. Lessee agrees to execute any necessary documentation evidencing the assignment and to cooperate fully in the event of an assignment by Aries. Such documentation may be recorded
11. **2.10 Compliance with Laws-**Lessor will comply with any and all rules, and regulation with respect to Lessor's Scope of Work. Lessor has no liability for violation of such as long as Lessor is operating according to its Scope of Work as ordered by Lessee.
12. **2.15 Contract Termination-**Lessee may terminate this contract for convenience, subject to early termination fee, not greater than the remaining portion of balance of contract term. Lessee shall mitigate damages sustained by Aries and shall compensate Aries to the extent that the Aries shall not suffer loss. The return and termination of the Equipment/building shall be as outlined in Aries Sale Agreement. The proposal pricing does not include the cost for unknown site conditions or site conditions which are not readily apparent such as: hidden, latent or underground conditions; rock removal; dewatering of site; restoring of existing ground conditions; winter conditions; or, for any work related to hazardous waste.
13. **2.22 Indemnification-**With regard to any Indemnity provisions contained in the Bid Contract Documents, Aries will indemnify, defend, and hold Lessee harmless, to the extent the claim arises as a result of Aries negligence or willful misconduct.
14. Pricing is valid for a period of thirty (30) days from the date of the proposal. Thereafter, should the award exceed thirty (30) days from the date of the proposal, or should the project be delayed or suspended, Aries reserves the right to adjust its pricing.
15. **2.31 Sovereign Immunity-Notwithstanding anything contained in the Contract Documents to the contrary, by awarding this contract to Aries Building Systems, LLC, City of Grand Junction Purchasing Division and Mesa County expressly provides this LIMITED waiver: City of Grand Junction Purchasing Division and Mesa County unequivocally and irrevocably waives the sovereign immunity of the Colorado State Law from suit in the event of City of Grand Junction Purchasing Division and Mesa County default for non-payment. In such LIMITED event of default by City of Grand Junction Purchasing Division and Mesa County, City of Grand Junction Purchasing Division and Mesa County unequivocally and irrevocably acknowledges Aries's right to enter City of Grand Junction Purchasing Division and Mesa County premises and repossess the Equipment. In such case, also agrees that if judicial intervention is required, then jurisdiction and venue for any such action shall be proper only if brought in the state or US federal courts located at Aries principal place of business, or in the county where the majority of the Work under the contract is performed.**
16. Aries shall not be liable for any delays which may arise beyond Aries control. If the Work includes the procurement or manufacture of new Equipment, the time for performance shall be contingent upon Lessee' timing for approval of all specifications, drawings, and submittals necessary for production of



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the Equipment. Neither party shall have liability for any exemplary, consequential, incidental or punitive damages.

17. The warranty/maintenance/service for the building shall be as outlined in the Aries Sale Agreement.
18. During its work, Aries will provide its standard evidence, types and limits of insurance coverage covering its work to include: umbrella liability; general liability; automobile liability; and, worker's compensation/employer's liability coverage, subject to the terms, conditions, limits, deductibles and exclusions of the policy(ies).
19. **1.4 Procurement Process**-Notwithstanding anything herein to the contrary, the bid documents make a reference to a Purchasing Policy and Procedure Manual, Special Conditions, which have not been provided to Aries. These documents are null and will not apply.
20. All new equipment shall be built in accordance with City of Grand Junction Approved Final Drawings. All submittals, specs, and preliminary drawings will be used to compile final engineered drawings which shall be subject to approval by City of Grand Junction, and these Final Drawings shall be the controlling instrument with respect to compliance with the Order.

Date: August 17, 2021

Quote Number: PM-0997-2021

Size: 12 x 60 Description: B-Office 12X60 W/ RR

<u>COMPONENT</u>	<u>SUB-</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME			
	OUTRIGGER	Chassis Basement 12' X 60' - 12" X 11.8# I-Beam OR/CM/MC 8'/8'/8' 11'10"X60'	1.00
	AXLES	Quad Axle (4 Brake Axles)	1.00
	MISC	Outrigger For 12' Wide (Add-On 4' O/C	
FLOOR			
	JOIST	2 X 8 @ 16" O/C 50# floor load	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-30 Unfaced (2 layers R-15)	
	COVERING	Floor Tile VCT - 1/8" X 12" X 12" Thru-out	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL			
	STUDS	2 X 6 Ext. Wall Framing	
	SIDING	Smart Panel - 3/8" - 8" O/C Grooves - W/House Wrap	
	COVERING	1/2" Vinyl Covered Gypsum 8' Tall ( Exterior Wall)	
	INSULATION	R-21 Kraft (Exterior Wall)	
INTERIOR WALL			
	STUDS	2 X 4 Wall Framing - 8' Tall	
	STUDS	Upgrade to Plumbing Wall	
	INSULATION	None Provided	
	COVERING	4' FRP Wainscot RR only per code	
	COVERING	1/2" Vinyl Covered Gypsum 8' Tall	

Date: August 17, 2021

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Size: 12 x 60 Description: B-Office 12X60 W/ RR

<u>COMPONENT</u>	<u>SUB-</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
INTERIOR WALL	MISC	Interior Shearwall - Add	
COVE BASE	COVE BASE	Wall Base Vinyl 4" Thru-out	
ROOF	JOIST	2 X 10 50# Roof single slop 1/4" in 12"	
	INSULATION	R-38C Unfaced (W/Support Netting)	
	DECKING	1/2" Wood Decking (Roof)	
	DECKING	1/2" Drywall	
	COVERING	EPDM .045 - White	
	CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 7'-10" Ceiling height	
WINDOW	BLINDS	Mini-Blind	6.00
	WINDOW 4030 - VINYL	4030 - H/S - Dual Glazed - Vinyl Frame - Clear Low E	6.00
EXTERIOR DOOR	DOOR	36X80 - 18ga Door - W/ Tell Jamb	2.00
	LOCKSET	Deadbolt - Grade 2 - Single Cylinder	2.00
	LOCKSET	Passage - Lockset - Grade 2 (Ext)	2.00
	HARDWARE	Closer - Tell 600 Series	2.00
INTERIOR DOOR	DOOR	36X80 Legacy Oak - Hollow Core - W/ Timely Jamb	3.00
	LOCKSET	Passage - Tell Grade 3 - Lever	2.00
	LOCKSET	Privacy - Tell Grade 3 - Lever	1.00
ELECTRICAL			

## SPEC SHEET

Date: August 17, 2021

Quote Number: PM-0997-2021

Size: 12 x 60 Description: B-Office 12X60 W/ RR

<u>COMPONENT</u>	<u>SUB-</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
ELECTRICAL	PANEL	Nema 3R, External, 125 Amp Single Phase	1.00
	RACEWAY	Flex W/ Ground	
	LIGHT	Dome Light 11" LED	1.00
	LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen	8.00
	EXTERIOR LIGHTS	Exterior 12w LED With Photo Control	2.00
	SWITCH	Occupancy Sensor Ceiling Mount (Single Relay)	1.00
	SWITCH	15-Amp - 3-Way	2.00
	SWITCH	Occupancy Sensor Wall Mount (Single Relay)	3.00
	RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	1.00
	RECEPTACLE	20A - Duplex	16.00
	RECEPTACLE	20A - GFCI Duplex	1.00
	PHONE/DATA	6X6 Nema 3R Entrance Box	1.00
	PHONE/DATA	4 X 4 J-Box W/ Mud Ring & 3/4" Conduit	8.00
PLUMBING	PIPE	Copper Plumbing Drop	
	WATER CLOSET	Water Closet - ADA - Low Flow - Elongated	1.00
	LAVATORIES	Lavatory - Wall Hung	1.00
	WATER HEATERS	Insta - Hot Single supply	1.00
	ACCESSORIES	Toilet Paper Dispenser	1.00
	ACCESSORIES	Grab-Bar Set	1.00
	ACCESSORIES	Mirror - 24" X 36" - W/Clips	1.00

Date: August 17, 2021

Quote Number: PM-0997-2021

Size: 12 x 60 Description: B-Office 12X60 W/ RR

<u>COMPONENT</u>	<u>SUB-</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
PLUMBING			
	MISC	Restroom Sign	1.00
	MISC	In-Line Strainer	1.00
HVAC			
	H/P - WALL MOUNT	3.0-Ton - 5-KW Heat Strip - 1P - Bard, Eubank or Equal w/pgm t-stat	1.00
	DUCT	Fiberglass / Flex - Supply Air Duct	
	DUCT	Fiberglass / Flex Return Air Duct	
	EXHAUST FANS	70 CFM - Ceiling Mount	1.00
	MISC	Plenum Wall	
FURNISHINGS			
	CABINETS	None Provided	
STATES			
	STATE APP	CO Approvals	
	STATE APP	UT STRUCTURAL ENGINEER STAMP	
	STATE APP	WY ENGINEER STAMP	





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THE RIGHTS AND INTERESTS OF LESSOR AND LESSEE UNDER THIS LEASE AND ALL SCHEDULES, SUPPLEMENTS, AMENDMENTS AND RIDERS HERETO, HAVE BEEN COLLATERALLY ASSIGNED TO BMO HARRIS BANK N.A. (THE "AGENT") FOR THE BENEFIT OF CERTAIN SECURED PARTIES, AND THIS LEASE IS SUBJECT TO A FIRST PRIORITY PERFECTED SECURITY INTEREST IN FAVOR OF THE AGENT FOR THE BENEFIT OF SUCH SECURED PARTIES. NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED OR PERFECTED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART HERETO OTHER THAN THE COUNTERPART EXECUTED BY THE AGENT.

**LEASE AGREEMENT  
GENERAL TERMS AND CONDITIONS  
BY AND BETWEEN:  
ARIES BUILDING SYSTEMS, LLC., LESSOR  
AND  
LESSEE PURSUANT TO ARIES QUOTE OR PROPOSAL**

**1. True Lease.** This Agreement is a true lease and not a sale. Lessee shall not acquire ownership interest in the Equipment. The Equipment shall remain the sole personal property of Lessor even though the Equipment may become affixed to, embedded in, or be resting upon real property. Lessee has the option to purchase for \$81,400 at end of the Term of the Lease.

**2. Delivery; Acceptance.** Lessee shall take delivery on the date specified on Aries Quote Lease or Proposal unless otherwise agreed in writing by the Parties. Upon delivery, Lessee agrees to timely inspect and accept the Equipment. Lessee shall have forty-eight (48) hours from the date of Substantial Completion ("Inspection Period") to notify the Lessor, in writing, of any defects or deficiencies in the Equipment, such notice to specify each defect or deficiency in the Equipment ("Punch List"). Unless Lessor receives timely written notice from Lessee as set forth herein, Lessee is deemed to accept the Equipment and acknowledges that the Equipment is in good order and operating condition as of the date of delivery. The receipt and acceptance of the Equipment by Lessee obligates Lessee to pay the Rental and all other sums due under this Agreement.

**3. Term of Lease; Extension.** The term of this Agreement begins on the date of delivery of the Equipment and ends on the last day of the Minimum Lease Term ("Term"), or if applicable, the last day of the Extension Period (as herein defined). At the end of the Term, this Agreement is extended on a month-to-month basis until the Equipment is returned to Lessor (the "Extension Period"). During the Extension Period, After the end of the Term, either party can terminate this Agreement on thirty (30) days written notice. Lessee shall have no right to cancel or terminate this Agreement during the Term. Canceling a Lease Agreement prior to delivery of Equipment is subject to cancellation fee. Return fees shall be pursuant to Lessor's Quote/Proposal. No additional return charges will be incurred.

**4. Site Suitability; Inspection.** Lessor shall deliver Equipment to the project site provided by Lessee (the "Site"). Lessee shall ensure that a level compact, truck accessible site is available for placement of the Equipment. Tires used to deliver the Equipment will be removed and returned to Lessor during the installation process. Lessee warrants that the Site will have safe access, free from obstacles, obstructions, and encumbrances, a level pad with no more than 3 inches of variance in 30 feet, and adequate soil bearing pressure of not less than 2,500 psf. Lessee is responsible for securing all necessary permits, utility hookups, and all other Site preparation (unless otherwise stated in Lessor's scope of work). Lessee shall own and/or have express legal authorization to locate the Equipment upon the site. If Lessee fails to provide such a site, then Lessee shall pay for any resulting additional delivery, installation, and knockdown and return charges, including, but not limited to, storage related charges attributable to delayed delivery and/or installation of the Equipment required and/or requested by Lessee. Lessee shall not alter the manner of installation or location of the Equipment without written consent of Lessor. Lessor shall have the right to enter the premises and inspect the Equipment during normal business hours during the Term of this Agreement and any Extension Period. Lessor does not recommend or support the stacking of Equipment. Do not stack Equipment unless you have the approval of qualified engineering professionals, comply with all occupational safety laws, and obtain all zoning, building, and occupancy permits. Notwithstanding any express terms to the contrary, Lessor disclaims all warranties, express or implied, if the Lessee stacks Equipment.

**5. Use; Maintenance; Condition.** Lessee has the right to peaceably and quietly hold, use and enjoy the Equipment, subject to the terms and conditions of this Agreement. Lessee shall use the Equipment solely in the conduct of its business and in a careful and lawful manner. Lessee agrees not to remove existing nameplates or decals affixed to the Equipment. Lessee shall



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pay any and all fees, charges and expenses and comply with all laws related to the use, possession, and operation of the Equipment while it is in Lessee's possession, including obtaining all approvals and permits related to the use and/or possession of the Equipment. Lessee shall maintain and keep the Equipment in good repair and safe operating condition during the term of this Agreement. Lessee shall keep the Equipment properly ventilated and shall not allow or permit any condition to exist that allows standing water to accumulate in, on or under the Equipment. Lessee shall not, without Lessor's prior written consent, make any changes, alterations or improvements in or to the Equipment or remove any parts, accessories or attachments therefrom. Lessee assumes full responsibility for any stairs, railings, furniture, accessories, attachments or other items missing from the Equipment until Lessor retakes possession of Equipment. If Lessee should require Equipment that meets certain local codes and/or ordinances, Lessee shall notify Lessor at the time Equipment is ordered. Any special requirements shall be handled on a case-by-case basis. Lessor makes no representations as to the Equipment's compliance with federal, state or local building codes, zoning ordinances, or other types of regulations or codes.

**6. Hazardous Materials.** Lessee shall not use, release, store, dispose of, or otherwise have present any Hazardous Materials in, on, under or near the Equipment, unless Lessor shall have first consented in writing to such use or presence of Hazardous Materials, and such Hazardous Materials are used, stored, manufactured, disposed of or otherwise present in accordance with all applicable laws. 'Hazardous Materials' shall mean any explosives, flammable substances, radioactive materials, asbestos, paints containing lead, materials containing urea, formaldehyde, polychlorinated biphenyls, oil, petroleum byproducts, or any other hazardous, toxic, dangerous or otherwise regulated substances, wastes, pollutants, contaminants, or biological substances (including fungi, bacteria, mold and microbial matter of any kind) whether having such characteristics in fact or defined as such under federal, state or local laws and regulations. Lessor is not liable for any Hazardous Materials pre-existing on Site.

**7. Rent; Fees; Taxes; Late Charges.** Rent begins to accrue upon completion of delivery and set-up of the Equipment (the 'Delivery Date'). Lessee shall pay Lessor, in advance, monthly rent on the due date in each monthly invoice at the Rate Per Month stated in the Quote/Proposal during the Term, and at the Rate Per Month established by Lessor during the Extension Period. If no due date is specified, the due date for timely payment shall be net 30 days from the invoice date. If any payment is not paid on the due date, Lessee agrees to pay Lessor a charge of 1.5% or maximum amount permitted by law, per month of the amount in arrears for the period such amount remains unpaid. Lessee shall pay or, if requested by Lessor, reimburse Lessor for any and all sales, use, personal property taxes, or other taxes, fees or assessments levied against or imposed upon the Equipment, its value, use or operation or levied against or based upon the rentals paid or to be paid hereunder. Payments shall be effective upon receipt. Lessor may apply any payment from Lessee against obligation due and owing by Lessee under this Agreement, regardless of any statement appearing on or referred to in any remittance from Lessee or any prior application of payment. The receipt by Lessor of a partial payment of any amount due to Lessor endorsed as payment in full will be deemed to be a part payment only, and any endorsements or statements on the check or any letter accompanying the check shall not be deemed an accord and/or satisfaction, and notwithstanding said endorsements, Lessor may accept, and deposit said check without prejudice to its right to recover the balance. Lessee's obligation (without prior notice or demand) to pay rent and all other amounts due hereunder shall be absolute and unconditional, and not be subject to any abatement, set off, defense, recoupment, or reduction for any reason whatsoever.

**8. No Liens.** Lessee, at its sole cost and expense, agrees to keep the Equipment free and clear of any and all claims, liens, security interests, encumbrances or attachments not arising out of Lessor's acts including, without limitation, mechanics and materialman's liens.

#### 9. [OMIT INDEMNITY]

**10. Loss; Damage.** Upon Substantial Completion of Equipment installation and until Equipment is surrendered to the Lessor, Lessee assumes the risk of all loss and damage to the Equipment from all causes, including loss of use. Upon the occurrence of the total loss of the Equipment, to such an extent as to make the repair thereof uneconomical (in Lessor's reasonable opinion) Lessor shall declare the Equipment a Total Loss. In the event of a Total Loss, Lessee shall pay Lessor, on the next date for the payment of rent, the rent then due plus the value of the Equipment (the 'Equipment Value') as stipulated in the Equipment Schedule or according to Lessor's records, if no Equipment Schedule is issued, plus the value of all accessories listed on the Quote Lease which suffered loss, less all insurance proceeds actually paid and/or assigned to Lessor from insurance maintained by Lessee, plus all applicable sales and/or transfer taxes (the 'Total Loss Amount'). Upon



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Lessor's receipt of the Total Loss Amount, the Lessee's lease obligation will terminate. Lessor will transfer available documents of ownership of the Equipment to Lessee or its insurer unless Lessor agrees to dispose of the Equipment at Lessee's cost and expense. In the event of loss or damage to the Equipment that does not constitute a Total Loss, to the extent such loss or damage is caused during Lessee's use or possession of the Equipment, Lessee shall pay or reimburse Lessor, to the extent Lessor has not been paid or reimbursed from insurance maintained by Lessee, for the repair of such damage as reasonably directed by Lessor to the condition required by this Agreement. Any loss or damage to the Equipment shall not reduce or otherwise abate Lessee's obligation to pay all rental payments when due (except in the event of a Total Loss and Lessor's receipt of the Total Loss Amount, in which case the terms of this Agreement state that the lease obligations terminate). Lessee's obligation to pay Lessor amounts pursuant to this Section 10 shall be binding upon Lessee in accordance with the terms hereof.

**11. Insurance.** Regardless of any insurance maintained by Lessor for the Equipment and/or any Work provided under this or any other Agreement, Lessee's responsibility for the Equipment begins immediately upon delivery. Lessee shall obtain and keep in force during the entire Term and/or Extension Period, liability and property insurance as follows: (A) General Liability Insurance: A policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence. (B) Property Insurance: A policy of insurance covering all loss or damage to the Equipment, including flood and earthquake, for not less than 100% of the Equipment Value and accessories, for the full Term of the Agreement. (C) General: (1) Lessee's insurance for the Equipment shall be issued by insurance companies reasonably satisfactory to Lessor. Such insurance shall be primary, and any other coverage carried by the Lessor shall be excess and non-contributory. Within ten (10) days of the delivery of the Equipment, Lessee shall provide Lessor with evidence of the required insurance naming Lessor as Additional Insured and Loss Payee. The evidence of insurance must provide Lessor with thirty (30) days prior written notice of any cancellation. Any proceeds of such insurance shall be paid to Lessor and shall be applied to the replacement of the Equipment or payment of monies under this Agreement, at the option of the Lessor. Lessee shall comply with all requirements of the insurance underwriters or any governmental authority. (2) Lessee shall pay a Missing or Expired Evidence fee for each month that Lessee fails to timely provide the required Evidence of Insurance for property coverage or for liability coverage. Such fees shall be calculated by Lessor at its then prevailing rate(s). Payment of such fees shall not provide Lessee with any insurance coverage, nor excuse Lessee from performing its obligations under Sections 9 and 10.

**12. Defaults; Remedies.** (A) Lessee shall be deemed to be in default hereunder upon the occurrence of any of the following events ('Events of Default'): (1) Lessee shall fail to make any payment due hereunder within thirty (30) days after its due date; (2) Lessee shall fail to perform or observe any other material term, covenant, or condition of this Agreement; (3) Lessee shall have abandoned the Equipment; (4) any representation or warranty of Lessee shall have been untrue in any material respect when made, or any information submitted by Lessee to Lessor shall be false or misleading in any material respect; or (5) Lessee shall have defaulted under any other agreement with Lessor. (B) Upon the occurrence of an Event of Default, with written notice thereof and a reasonable opportunity cure provided to Lessee, Lessor may declare this Agreement to be in Default, and thereafter may exercise any one or more of the following remedies: (1) declare the rent for the Term and all other unpaid rent, fees, taxes and charges under this Agreement immediately due and payable; (2) Repossess, retake and/or retain any or all of the Equipment free of all rights and claims of Lessee without breach of the peace, or judicial intervention, and without releasing Lessee of any term, covenant or condition provided herein; (3) Sell or otherwise dispose of any or all of the Equipment, whether or not in Lessor's possession, in a commercially reasonable manner and apply the net proceeds of such disposition, after deducting all costs, to the obligations of Lessee, with Lessee remaining liable for any deficiency; (4) Terminate this Agreement; and/or (5) Exercise any other right or remedy available to Lessor at law or in equity. Lessor's failure to exercise any remedy listed herein shall not constitute waiver of any Event of Default and shall not constitute a waiver of any other term or condition of this Agreement. Lessee shall pay Lessor's reasonable legal fees and other costs and expenses reasonably incurred by reason of any Event of Default or enforcement of this Agreement. No right or remedy referred to herein is intended to be exclusive, and each may be exercised concurrently or separately and from time to time. In the event Lessor shall repossess or retake the Equipment, and there shall be in or attached to such Equipment any property owned by, or in the custody or control of Lessee, then Lessor is hereby authorized to take possession of such property for a period of ten (10) days. Thereafter, if any such property is not claimed and taken by Lessee within ten (10) days after Lessor repossesses or retakes the Equipment, such property shall be deemed abandoned by Lessee, and Lessor shall have the right to



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dispose of it. (C) Lessee and Lessor waive all right to trial by jury of all claims, defenses, counterclaims and suits of any kind arising from or relating to this Agreement.

**13. Return of Equipment; Termination of Lease.** At the end of the Term or any Extension Period, Lessee shall make the Equipment available to Lessor, without impediment, at the Delivery Address or any other address to which Lessor has previously provided written approval of relocation of the Equipment. Any impediment to pick-up of the Equipment may result in additional charges to Lessee. Lessee shall provide Lessor with at least thirty (30) days advance written notice of the return of the Equipment. In the event Lessee does not provide thirty (30) days advance written notice of the return of the Equipment and/or earlier pick-up of the Equipment is requested by Lessee (and can be affected by Lessor). Termination will become effective only when the Equipment has been returned or surrendered to Lessor as herein provided and Lessee has paid Lessor all rental and other charges applicable to the Equipment, or at the time that Lessee purchases Equipment by paying full agreed purchase price. Lessee agrees that prior to the return of the Equipment to Lessor or upon notice of its repossession; Lessee shall, at its sole cost and expense, immediately disconnect all utilities, remove all of Lessee's personal property, and vacate the Equipment. Lessee hereby consents to entry by Lessor or its agents upon the premises where the Equipment may be located for return or repossession of the Equipment. Lessor shall not be responsible for site restoration. Lessor shall not be liable for any damage to any personal property left in or on the Equipment or for keeping or storing any personal property of Lessee left in or on the Equipment; any such property which Lessee does not claim or take possession of within ten (10) days after Lessor repossesses or retakes the Equipment, will be deemed abandoned by Lessee. Any fixtures, accessories, and additions to the returned Equipment shall be deemed part of the Equipment and the property of Lessor. Lessee shall reimburse Lessor for reasonable costs incurred related to repairing, cleaning or otherwise restoring the Equipment to its condition when delivered, ordinary wear and tear excepted.

**14. Limited Warranty.** For as long as Lessee timely makes all payments due hereunder, Lessor warrants throughout the Term of this Agreement and any Extension Period that it will repair structural or mechanical defects in the Equipment (excluding HVAC filters, fire extinguishers, fuses/breakers, light bulbs or other ordinary course repairs or maintenance) provided that Lessee notifies Lessor in writing of any defects, malfunctions, or leaks within two (2) business days of Lessee's knowledge of the occurrence thereof. In any event, the liability of Lessor shall be limited solely to the repairing of defects of the Equipment. Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connections, work or alteration of the Equipment by other than Lessor, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment, for excessive wear and tear, or for which timely notice is not provided to Lessor. The repair of the Equipment by Lessor due to a defect or condition resulting from any of the preceding causes shall result in additional charges to the Lessee. Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, costs or expenses. **Except as specifically provided herein, Lessor disclaims any and all warranties, express or implied, related to the Equipment and any maintenance or repair work performed by Lessor including warranties for merchantability, suitability, or fitness for a particular purpose.**

**15. Assignment.** Lessee shall not assign this Agreement or sublet the Equipment without the prior written consent of Lessor, such assignee shall be subject to credit approval. This Agreement shall be binding upon any permitted assignee or successor of Lessee. Lessor may assign within its organization any of its rights and/or obligations hereunder without notice to Lessee. Lessor will not assign to a third party who is not affiliated with Lessor without notice to Lessee.

**16. Notice.** All Notices which are required herein must be mailed U.S. First-Class, pre-paid, Certified Mail to the other Party. Any other form of notice shall be a courtesy. The Lessee's address for Notice shall be as indicated in the Proposal. Either Party may update their address by sending proper Notice of the change to the other Party. Notice to Lessor shall be sent to: Aries Building Systems, LLC, Attn. General Counsel, 12600 N. Featherwood Dr., Ste. 450, Houston, TX 77034.


**17. Miscellaneous.** (a) Time is of the essence with respect to this Agreement. (b) Entire Agreement - This Agreement, relevant Quote Lease or Proposal, relevant Equipment Schedule, and any other document which Lessor has incorporated constitutes the Entire Agreement between the Parties, with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by both parties. Acknowledgement by Lessor of any Lessee supplied documents or Purchase Orders shall be for Lessee's billing purposes only. (c) Severability - If any provision of this Agreement is found by a court of law to be unenforceable for any reason, then such provision shall be deemed stricken and shall not affect the enforceability of any of the other provisions. (d) The obligations of Lessee hereunder which accrue during the term of this Agreement, shall



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12600 N. Featherwood Dr., Ste 450  
Houston, TX 77034

survive the termination of this Agreement. (e) If Lessee fails to perform any of its obligations hereunder, Lessor shall have the right to affect such performance; the amount of any out-of-pocket and other reasonable expenses of Lessor incurred in connection with such performance shall be payable by Lessee upon demand. (f) Lessor shall not be responsible for delays beyond its control. (g) Lessor shall have no liability whatsoever for any consequential, incidental or punitive damages, and all payments due hereunder shall be without offset. (h) Lessee irrevocably appoints Lessor or its agents or assigns as Lessee's attorney-in-fact to execute any UCC financing statements, documents, and checks and drafts related to payment of any loss, damage or defense under policies of insurance required by this Agreement. (i) This Agreement shall in all respects be governed by the laws of the State of Texas regardless of the location of the Equipment. Lessee hereby consents and submits to the court having jurisdiction in Harris County for purposes of enforcement of this Agreement. Lessor hereby reserves its common law right of offset. Lessee hereby waives any and all rights to or claims of sovereign immunity, should Lessor seek to enforce any right or obligation herein. (j) Lessee will pay reasonable costs and expenses, including reasonable attorney's fees, incurred by Lessor in enforcing any terms provided herein. (k) Each Party is hereby authorized to accept and rely upon an emailed or electronic signature of the other party on this Agreement or any amendment thereto. Any such signature shall be treated as an original signature for all purposes.

Aries Building Systems, LLC  
Lease Agreement  
General Terms and Conditions  
July 2021  
Amended by agreement of the Parties September 24, 2021

  
RANDI M. KIM  
UTILITIES DIRECTOR  
9/27/21