



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 7th day of October, 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 FCI Constructors, Inc. 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 work described by the Contract Documents and known as City of Grand Junction Fire Station #8 CM/GC RFP-4933-21-DH.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Negotiated terms to the Contractor's General Conditions and project schedule;
- c. Solicitation Documents for the Project; City of Grand Junction Fire Station #8 CM/GC;
- d. Contractors Response to the Solicitation;
- e. Services/Work Change Requests (directing that changed Services/Work be performed);
- f. Field Orders;
- g. Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Services/Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Services/Work upon developed, proposed and accepted timeline.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as compensation for the performance and completion of all of the Services/Work specified in the Contract Documents, the sum of **Zero Dollars (\$0.00) for Pre-Construction/Design Services; Three Hundred Thirty-Six Thousand Two Hundred Four and 00/100 Dollars (\$336,204.00) for General Conditions (this will be included under the GMP); 4% Overhead & Profit (OH&P) for Construction Services portion of the project.** The Contractor shall Work with the Owner, and Owner's Architect, to determine the not to exceed **Guaranteed Maximum Price (GMP) for the project construction.** 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 Services/Work to be performed, which Services/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 Services/Work have been made.

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

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

supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for Services/Work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

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

CITY OF GRAND JUNCTION, COLORADO

By: <small>DocuSigned by:</small> <i>Duane Hoff Jr., Senior Buyer - City of Grand Junction</i> <small>9F798E7D50F140C...</small>	10/7/2021
Duane Hoff Jr., Senior Buyer	Date

FCI Constructors, Inc.

By: <small>DocuSigned by:</small> <i>Shane Haas - President - FCI Constructors, Inc.</i> <small>332F3031DD104EB...</small>	10/7/2021
Shane Haas - President - FCI Constructors, Inc.	Date

CHANGE ORDER**Number 1**

Date: March 2, 2022
 To: FCI Constructors, Inc.
 From: City of Grand Junction, Department of Public Works and Utilities
 Project: **Grand Junction Fire Department - Fire Station #8 Construction**
 P.O.: **2022-00000106**
 Solicitation #: **RFP-4933-21-DH**

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

Added cost of Irrigation Ditch Work by FCI at the Fire Station 8 project site (441 31 Rd). Includes Mobilization, Temporary Stormwater BMPs/CMs, installation of a 18" Reinforced Concrete Pipe and flared ends, minor clear and grub, and irrigation headwall and pipe installation.

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

Original Contract Amount	\$0.00
Approved Change Orders	0.00
This Change Order	18,358.00
Revised Contract Amount	<u>\$18,358.00</u>

Summary of Contract time adjustments:

Original Contract Time	0.	Cal. Days
Approved Change Orders	0.	
This Change Order	30.	
Revised Contract Time	<u>30.</u>	Cal. Days

Construction Start Date: March 3, 2022
 Contract Completion Date: April 1, 2022

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

Owner: **City of Grand Junction**

Prepared by:

DocuSigned by:
Kirsten Armbruster - Project Engineer, City of Grand Junction
82EF98E0D468483
Kirsten Armbruster, Project Manager

Date: 3/2/2022

Approved by:

DocuSigned by:
Ken Watkins - Fire Chief, City of Grand Junction
86AC282F4CC440A
Ken Watkins, GJFD Fire Chief

Date: 3/2/2022

Contractor: **FCI Constructors, Inc.**

Signature:

DocuSigned by:
Shane Haas - President - FCI Constructors, Inc
852F3851D0164EB

Date: 3/2/2022

Name and Title:

Shane Haas - President - FCI Constructors, Inc.

CHANGE ORDER**Number 2**

Date: March 2, 2022
 To: FCI Constructors, Inc.
 From: City of Grand Junction, Department of Public Works and Utilities
 Project: **Grand Junction Fire Department - Fire Station #8 Construction**
 P.O.: **2022-00000106**
 Solicitation #: **RFP-4933-21-DH**

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

FCI Constructors proposed GMP for construction of Fire Station #8 at 441 31 Road.

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

Original Contract Amount	\$0.00
Approved Change Orders	18,358.00
This Change Order	5,180,330.00
Revised Contract Amount	<u>\$5,198,688.00</u>

Summary of Contract time adjustments:

Original Contract Time	0.	Cal. Days
Approved Change Orders	30.	
This Change Order	274.	
Revised Contract Time	<u>304.</u>	Cal. Days

Construction Start Date: March 3, 2022
 Contract Completion Date: December 31, 2022

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

Owner: **City of Grand Junction**

Prepared by:

DocuSigned by:
Kirsten Armbruster - Project Engineer, City of Grand Junction

Date: 3/3/2022

86EF8BEDC468483
 Kirsten Armbruster, Project Manager

Recommended by:

DocuSigned by:
Ken Watkins - Fire Chief, City of Grand Junction

Date: 3/3/2022

86AC282F406440A
 Ken Watkins, GJFD Fire Chief

Approved by:

DocuSigned by:
Greg Caton - City Manager - City of Grand Junction

Date: 3/3/2022

2F1EE1D55768492
 Greg Caton, City Manager

Contractor: **FCI Constructors, Inc.**

Signature:

DocuSigned by:
Shane Haas - President - FCI Constructors, Inc.

Date: 3/3/2022

Name and Title:

302F3851D31048E1
 Shane Haas - President - FCI Constructors, Inc.

PROJECT:

Grand Junction Fire Station #8

Grand Junction CO

PREPARED FOR:



**GMP Estimate
Revised 12/27/21**

PREPARED BY:





Project:
Grand Junction Fire Station #8
Grand Junction CO

Revised 12/27/21

DESCRIPTION	GMP Estimate		NOTES	Fire Station #3 Hard Bid	
	TOTAL SF	10542		TOTAL COST	VARIANCE
GENERAL CONDITIONS	\$ 263,304	\$ 24.98		\$ 288,001	\$ (24,697)
31-330000 EARTHWORK & UTILITIES	\$ 696,593	\$ 66.08		\$ 608,563	\$ 88,030
320000 EXTERIOR IMPROVEMENTS	\$ 264,471	\$ 25.09		\$ 344,297	\$ (79,826)
020000 EXISTING CONDITIONS	\$ -	\$ -	NONE SHOWN OR ANTICIPATED	\$ 31,012	\$ (31,012)
030000 CONCRETE	\$ 355,444	\$ 33.72		\$ 226,326	\$ 129,118
040000 MASONRY	\$ 308,910	\$ 29.30		\$ 281,803	\$ 27,107
050000 METALS	\$ 343,155	\$ 32.55		\$ 265,120	\$ 78,035
060000 WOODS & PLASTICS	\$ 425,529	\$ 40.36		\$ 388,127	\$ 37,402
070000 THERMAL & MOISTURE PROTECTION	\$ 415,050	\$ 39.37		\$ 362,884	\$ 52,167
080000 OPENINGS	\$ 218,251	\$ 20.70		\$ 175,969	\$ 42,282
090000 FINISHES	\$ 237,711	\$ 22.55		\$ 232,231	\$ 5,480
100000 SPECIALTIES	\$ 23,755	\$ 2.25		\$ 23,309	\$ 446
110000 EQUIPMENT	\$ 42,138	\$ 4.00		\$ 40,039	\$ 2,099
120000 FURNISHINGS	\$ 15,356	\$ 1.46		\$ 14,467	\$ 889
130000 SPECIAL CONSTRUCTION	\$ -	\$ -	NONE SHOWN OR ANTICIPATED	\$ -	\$ -
140000 CONVEYING SYSTEMS	\$ -	\$ -	NONE SHOWN OR ANTICIPATED	\$ -	\$ -
210000 FIRE SUPPRESSION	\$ 43,252	\$ 4.10		\$ 41,252	\$ 2,000
220000 PLUMBING	\$ 183,377	\$ 17.39		\$ 154,940	\$ 28,437
230000 HVAC	\$ 359,770	\$ 34.13		\$ 272,120	\$ 87,650
26-280000 ELECTRICAL & LOW VOLTAGE	\$ 551,738	\$ 52.34		\$ 444,545	\$ 107,193
SUBTOTAL - DIRECT COST	\$ 4,747,805	\$ 450.36		\$ 4,195,007	\$ 552,798
PRECONSTRUCTION FEE	\$ -	\$ -	0.00%	\$ -	\$ -
BIM MODELING	\$ -	\$ -	NOT INCLUDED	\$ -	\$ -
CONTINGENCY	\$ 142,434	\$ 13.51	3.00%	\$ 125,850	\$ 16,584
BUILDERS RISK INSURANCE	\$ 13,099	\$ 1.24		\$ 10,967	\$ 2,132
GENERAL LIABILITY INSURANCE	\$ 44,189	\$ 4.19	0.85%	\$ 34,276	\$ 9,913
PROPERTY SURVEY	\$ -	\$ -	BY OWNER	\$ -	\$ -
SOILS INVESTIGATION/GEOTECHNICAL ENGINEERING	\$ -	\$ -	BY OWNER	\$ -	\$ -
MATERIALS TESTING / INSPECTION	\$ -	\$ -	BY OWNER	\$ -	\$ -
PLANNING APPLICATIONS/APPROVALS /FEES	\$ -	\$ -	BY OWNER	\$ -	\$ -
BUILDING PERMIT	\$ 19,758	\$ 1.87	MESA COUNTY	\$ -	\$ 19,758
SWMP PERMIT	\$ 1,000	\$ 0.09		\$ 1,000	\$ -
PAYMENT/PERFORMANCE BONDS	\$ 30,454	\$ 2.89		\$ 27,198	\$ 3,256
CONSTRUCTION PHASE FEE	\$ 199,950	\$ 18.97	4.00%	\$ 175,772	\$ 24,178
TOTAL ESTIMATED COST	\$ 5,198,688	\$ 493.13		\$ 4,570,069	\$ 628,619
				% Variance	13.76%



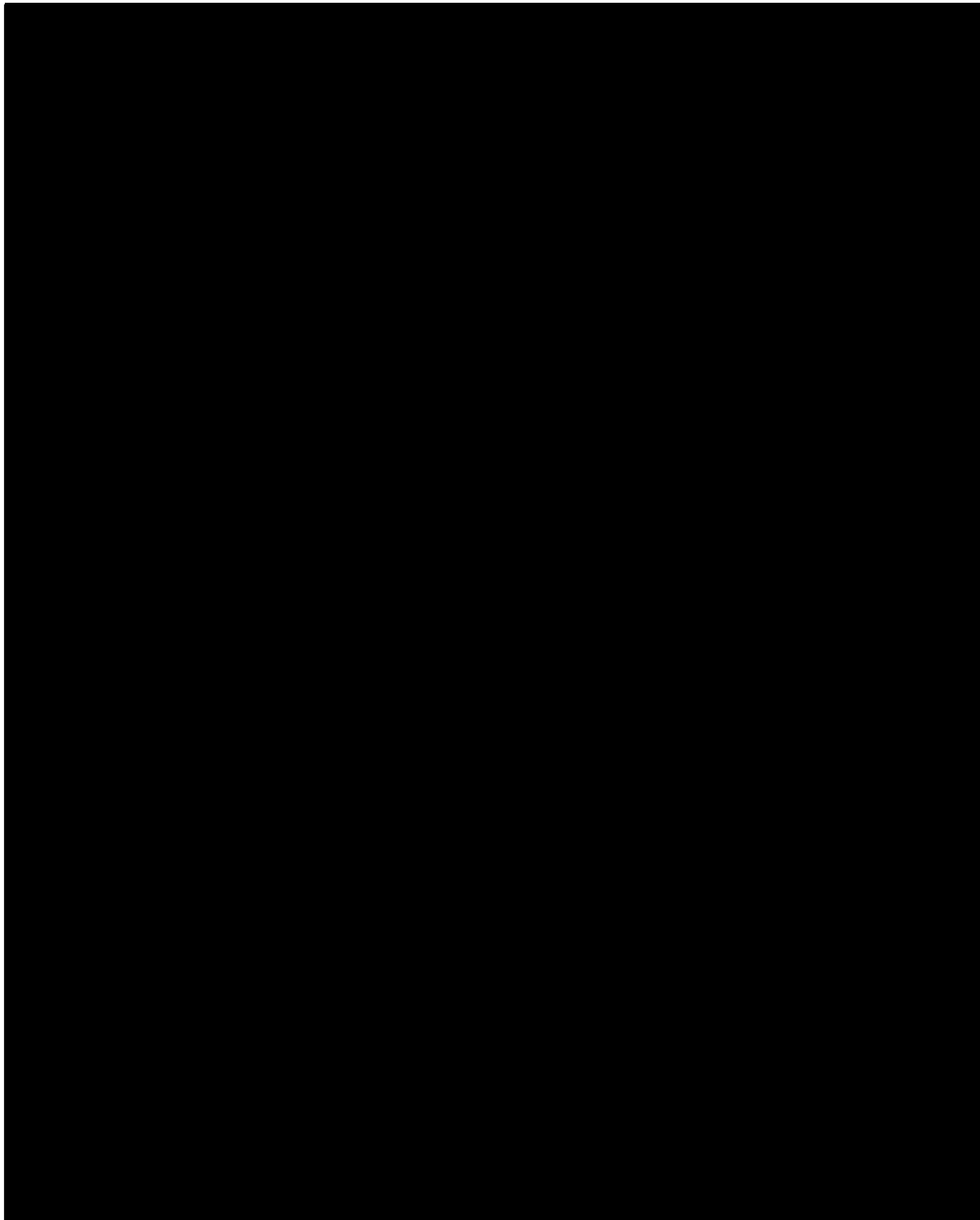
City of Grand Junction
 Grand Junction Fire Station #8
 GMP Estimate
 Revised 12/27/21

DIV 1: GENERAL CONDITIONS											
DESCRIPTION	QUANTITY	UNIT	PRICE	MATERIAL	MATERIAL TAX	PRICE	EQUIP/SUB	PRICE	LABOR	LABOR BURDEN	TOTAL
ONSITE MANAGEMENT											
PROJECT MANAGER	6	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,480.00	\$ 25,695.65	included	\$ 24,830.65
SUPERINTENDENT	35	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,080.00	\$ 141,826.63	included	\$ 141,826.63
PROJECT ENGINEER	17	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,280.00	\$ 57,008.74	included	\$ 57,008.74
TEMPORARY FACILITIES											
TEMP FENCE	1,000	LF	\$ 1.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1.50	\$ 1,500.00	\$ 1,020.00	\$ 3,520.00
STORAGE VAN - RENT	8.0	MO	\$ 225.00	\$ 1,799.78	\$ -	MOB IN/OUT \$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 2,299.78
OFFICE TRAILER	8.0	MO	\$ 450.00	\$ 3,599.56	\$ -	MOB IN/OUT \$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 4,599.56
TEMP POWER	8.0	MO	\$ 200.00	\$ 1,599.80	\$ -	INSTALL \$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ 1,899.80
CELL PHONE	8.0	MO	\$ 200.00	\$ 1,599.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,599.80
OFFICE TRAILER PHONE/INTERNET	8.0	MO	\$ 165.00	\$ 1,319.84	\$ -	INSTALL \$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 1,569.84
COMPUTER/IT SERVICES	12.8	MO	\$ -	\$ -	\$ -	\$ 490.00	\$ 6,271.23	\$ -	\$ -	\$ -	\$ 6,271.23
OFFICE SUPPLIES, COPIER, PLAN REPRO	1.0	LS	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 2,800.00
TEMP TOILET (2)	16.0	MO	\$ -	\$ -	\$ -	\$ 130.00	\$ 2,079.74	\$ -	\$ -	\$ -	\$ 2,079.74
TEMP WATER - POTABLE	8.0	MO	\$ -	\$ -	\$ -	\$ 100.00	\$ 799.90	\$ -	\$ -	\$ -	\$ 799.90
EQUIPMENT											
PICKUP RENT	8.0	MO	\$ 500.00	\$ 3,999.51	\$ -	\$ 1,025.00	\$ 8,198.99	\$ -	\$ -	\$ -	\$ 12,198.50
TOTALS			\$	16,118.28	\$ -	\$	20,999.86	\$	226,031.02	\$ 1,020.00	\$ 263,304



Project:
Grand Junction Fire Station #8
Grand Junction CO
GMP Estimate

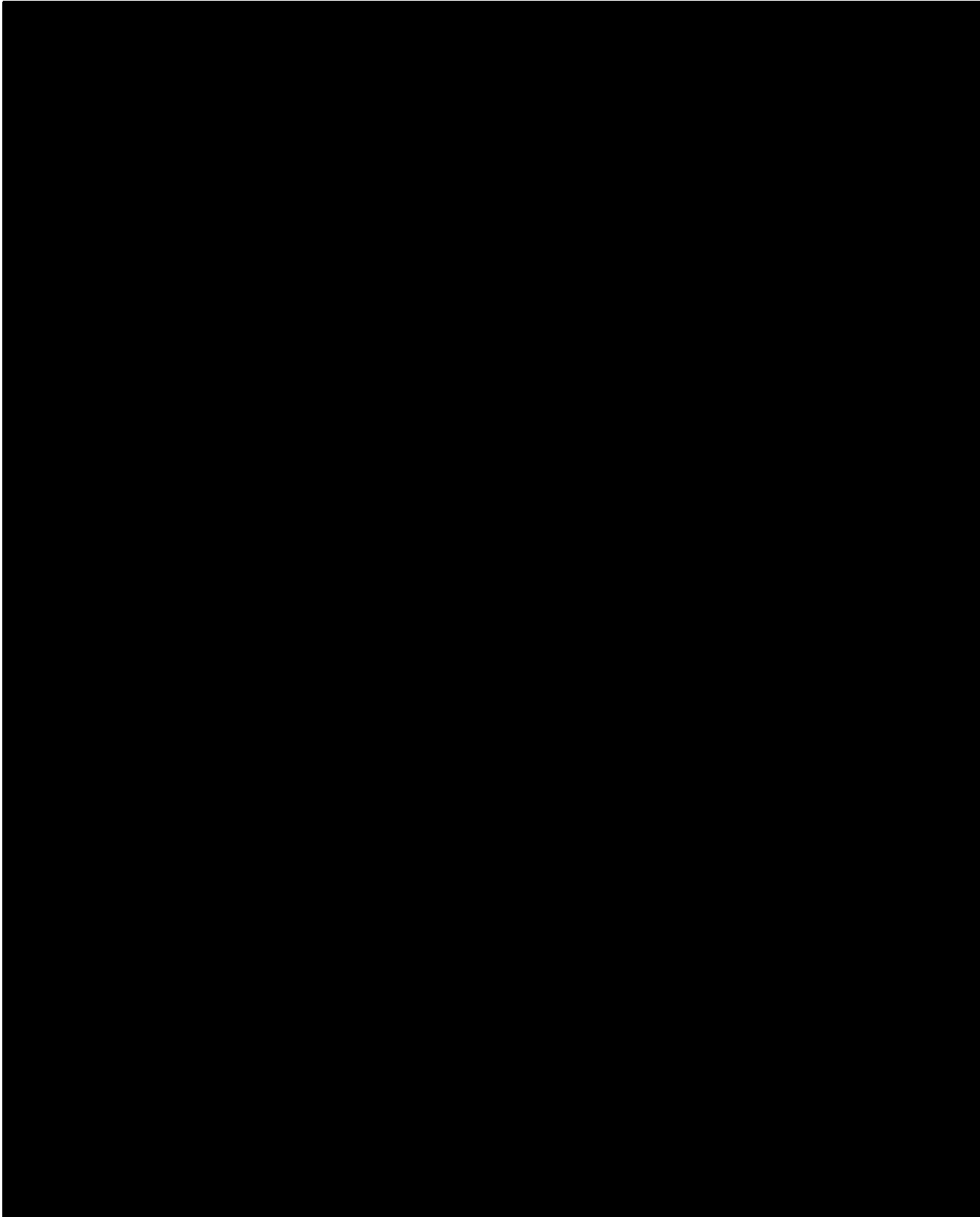
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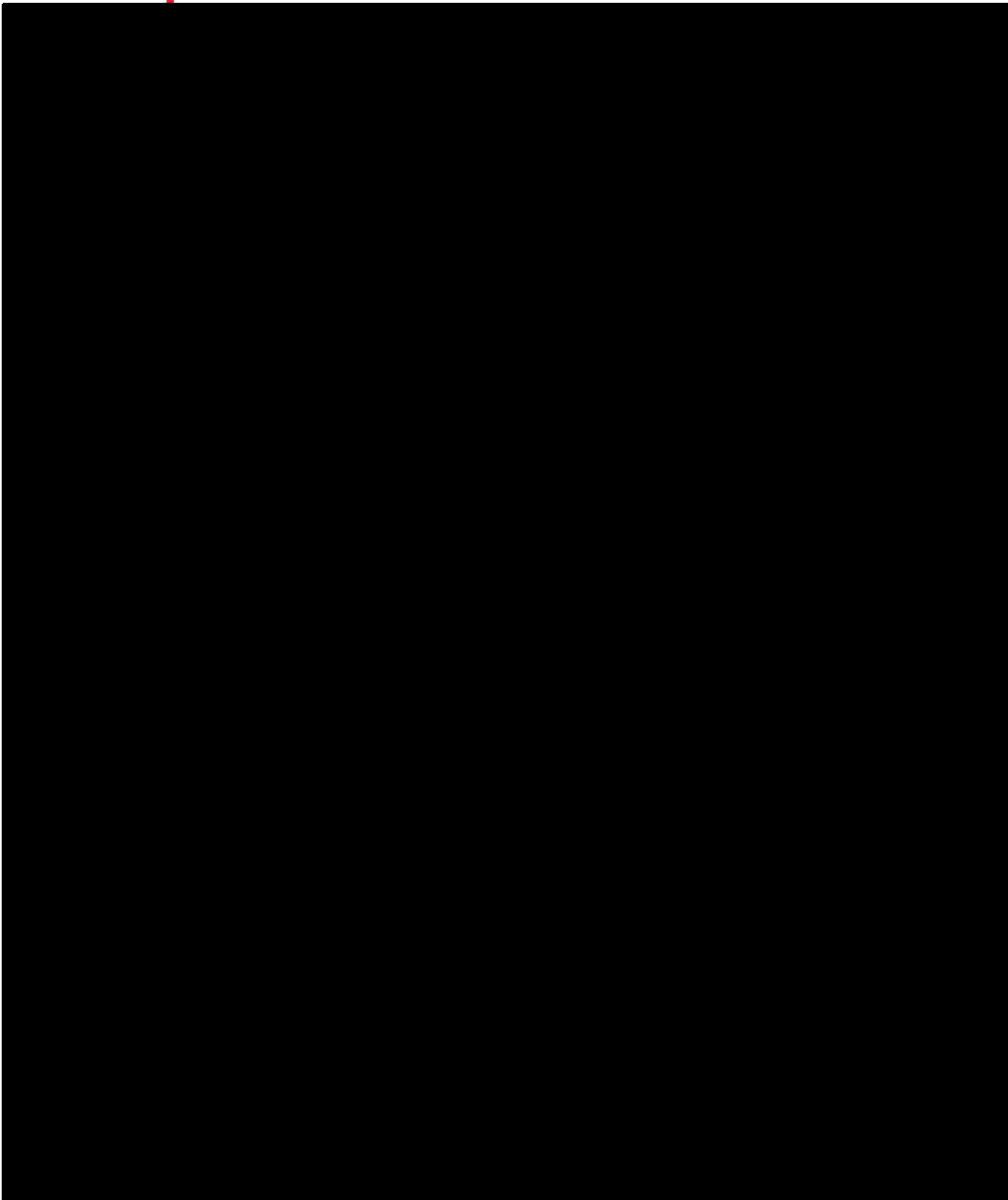
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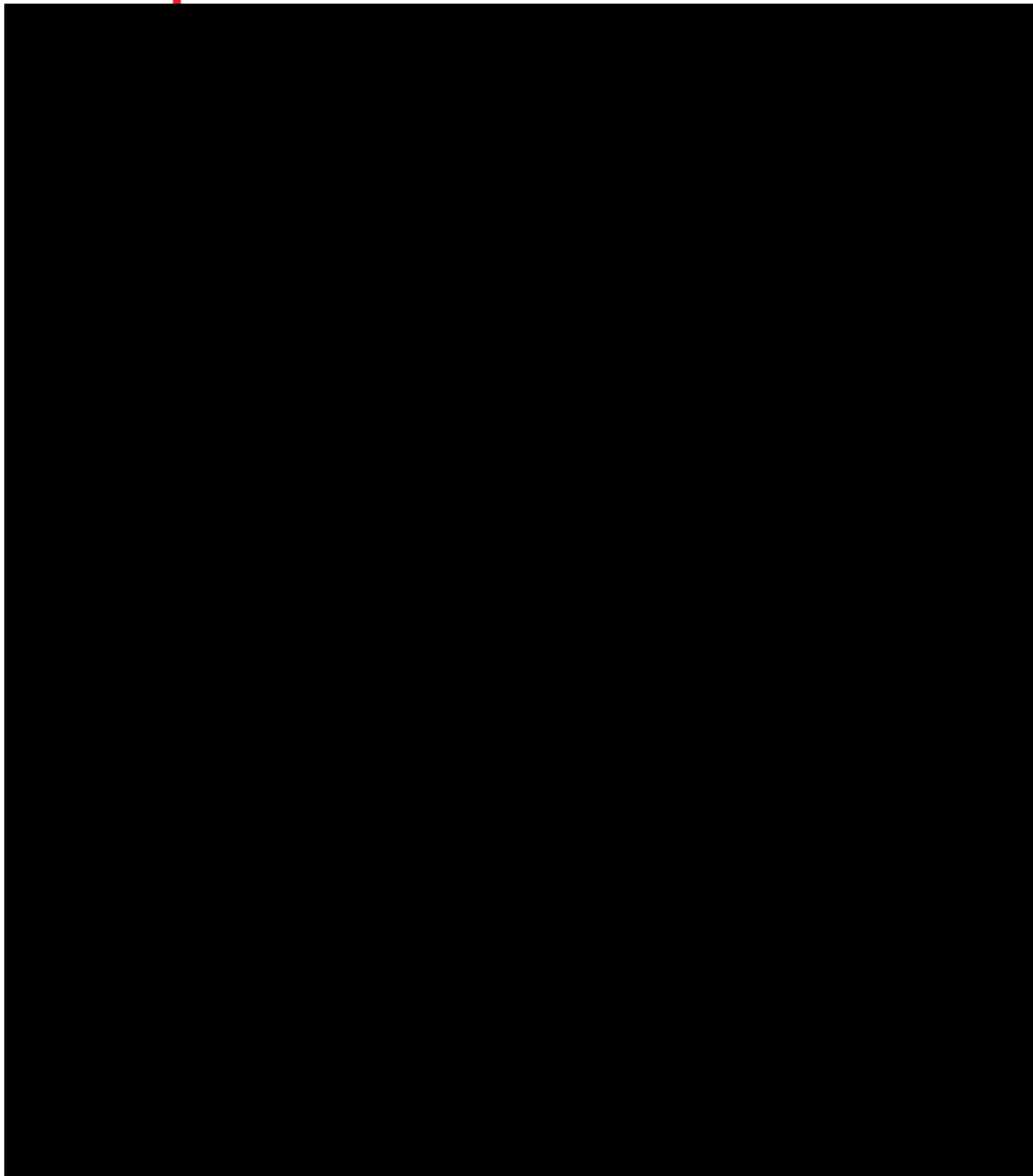
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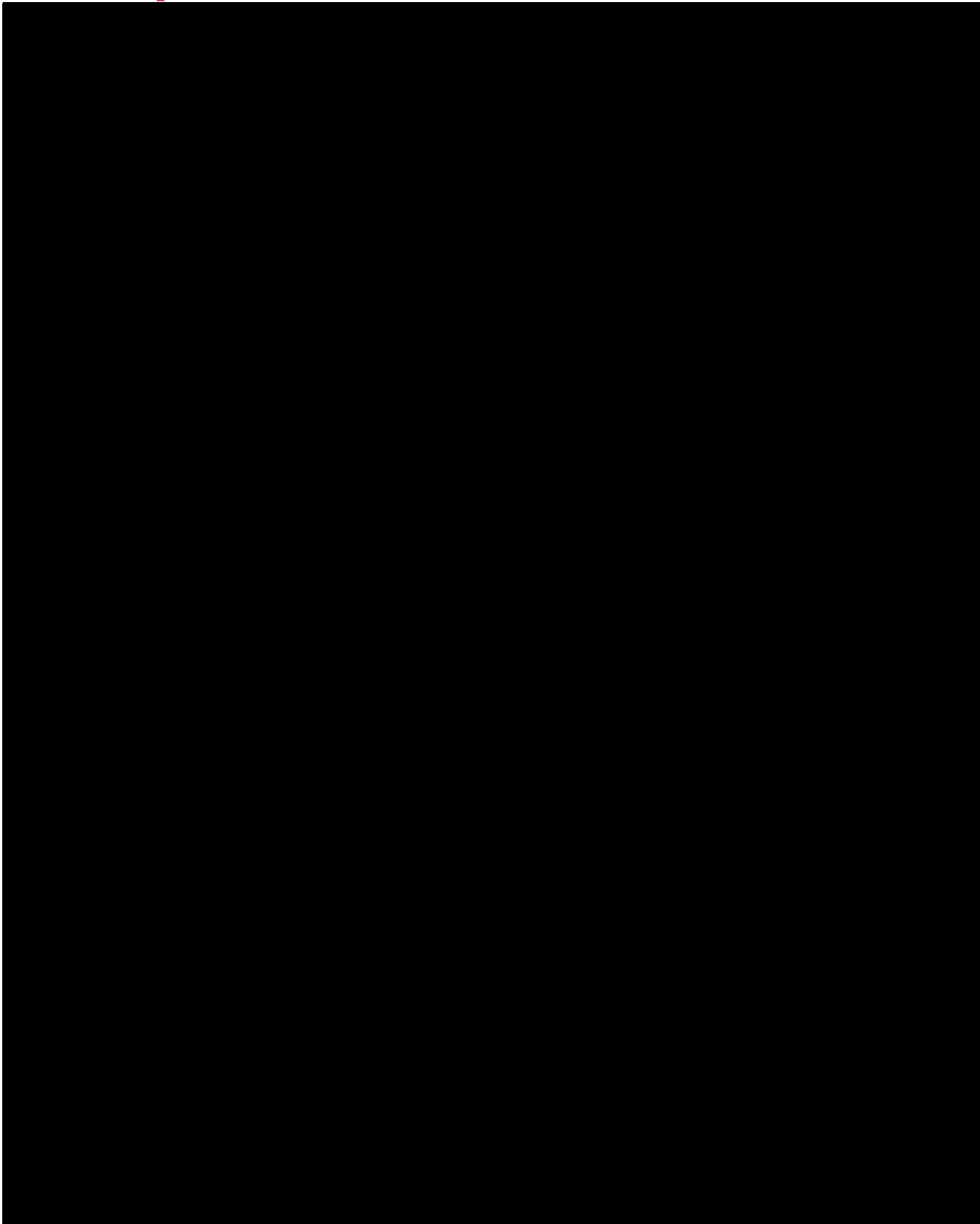
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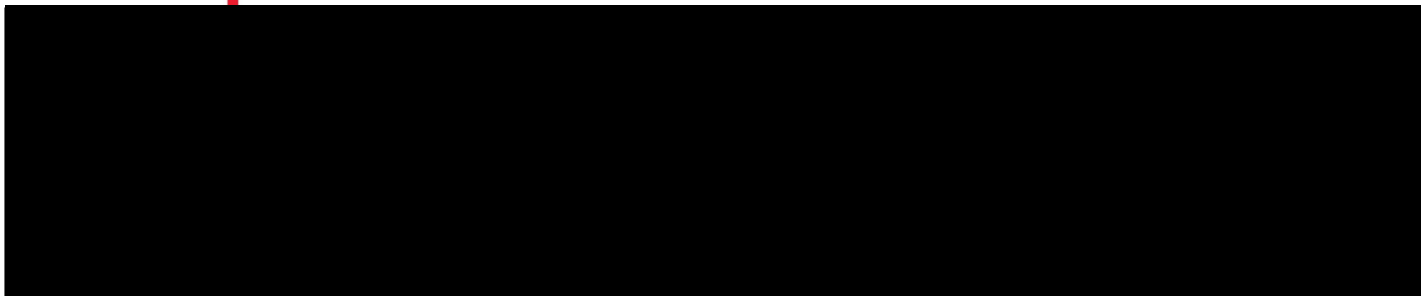
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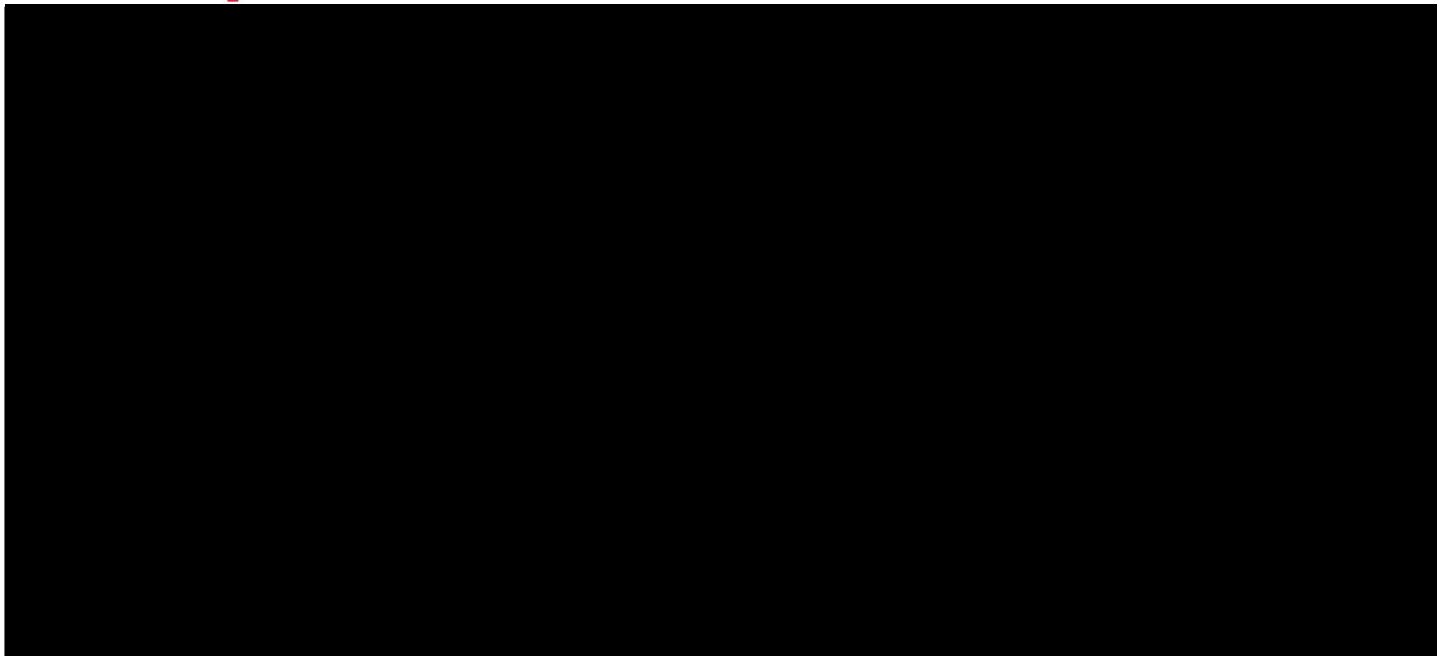
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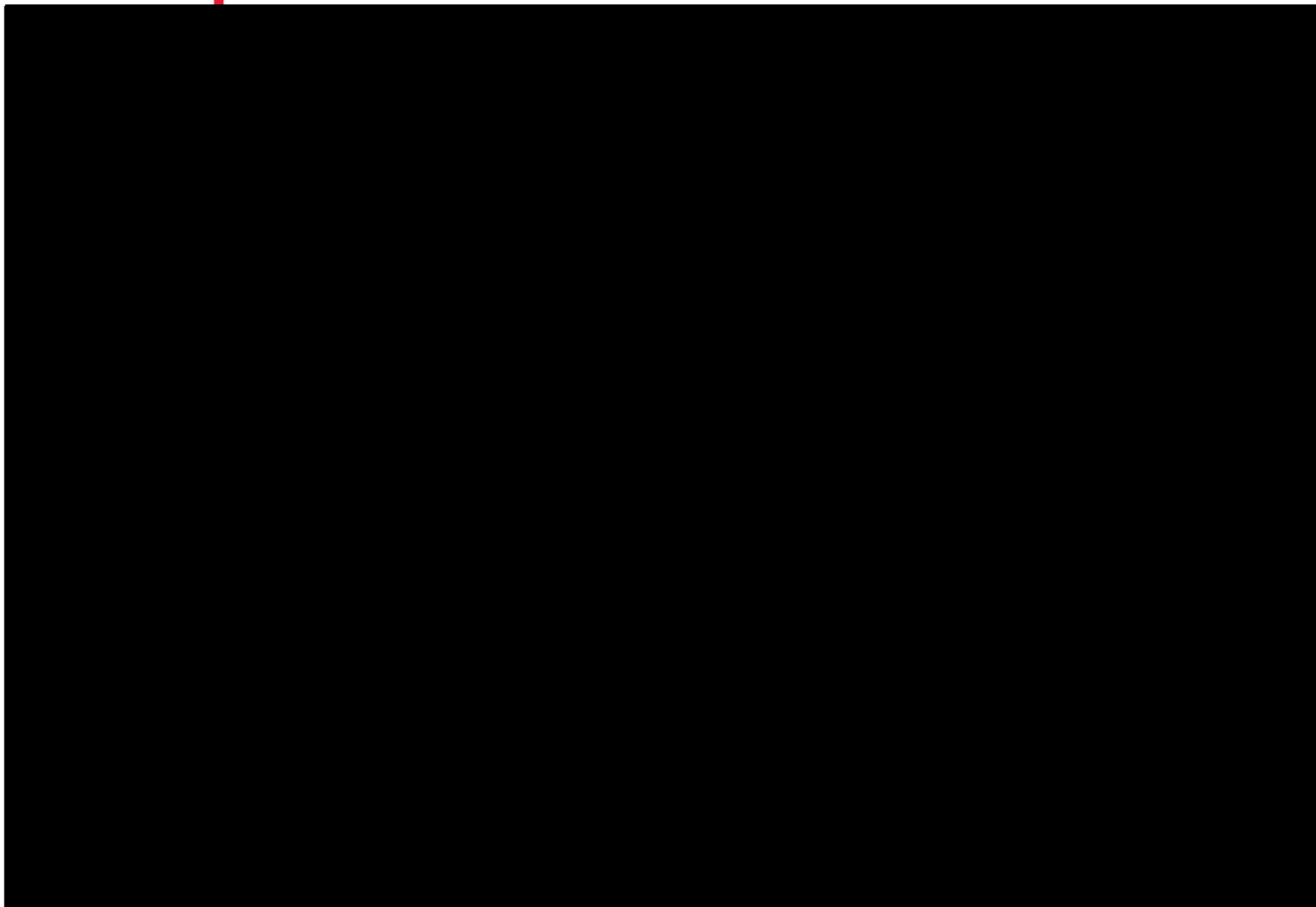
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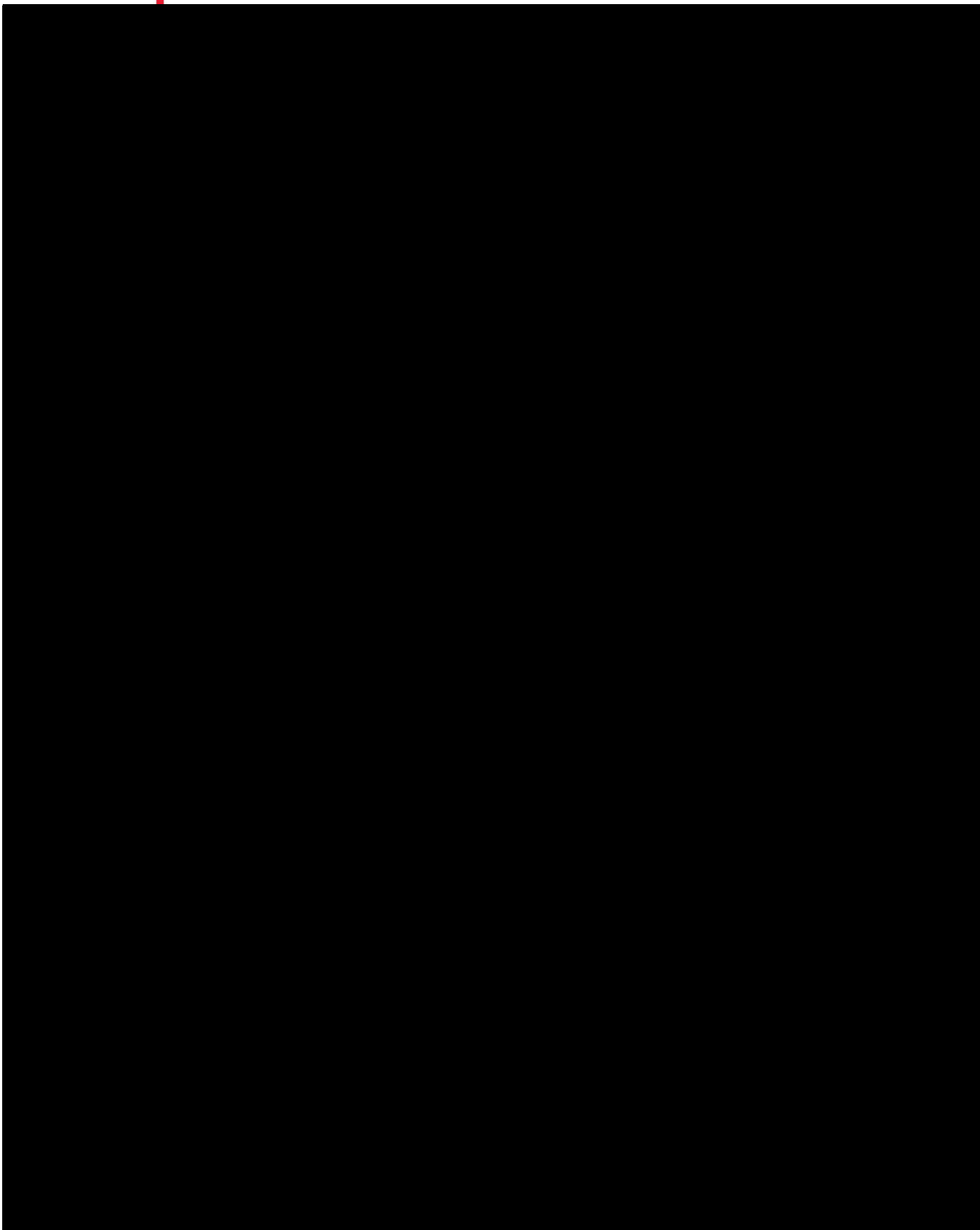
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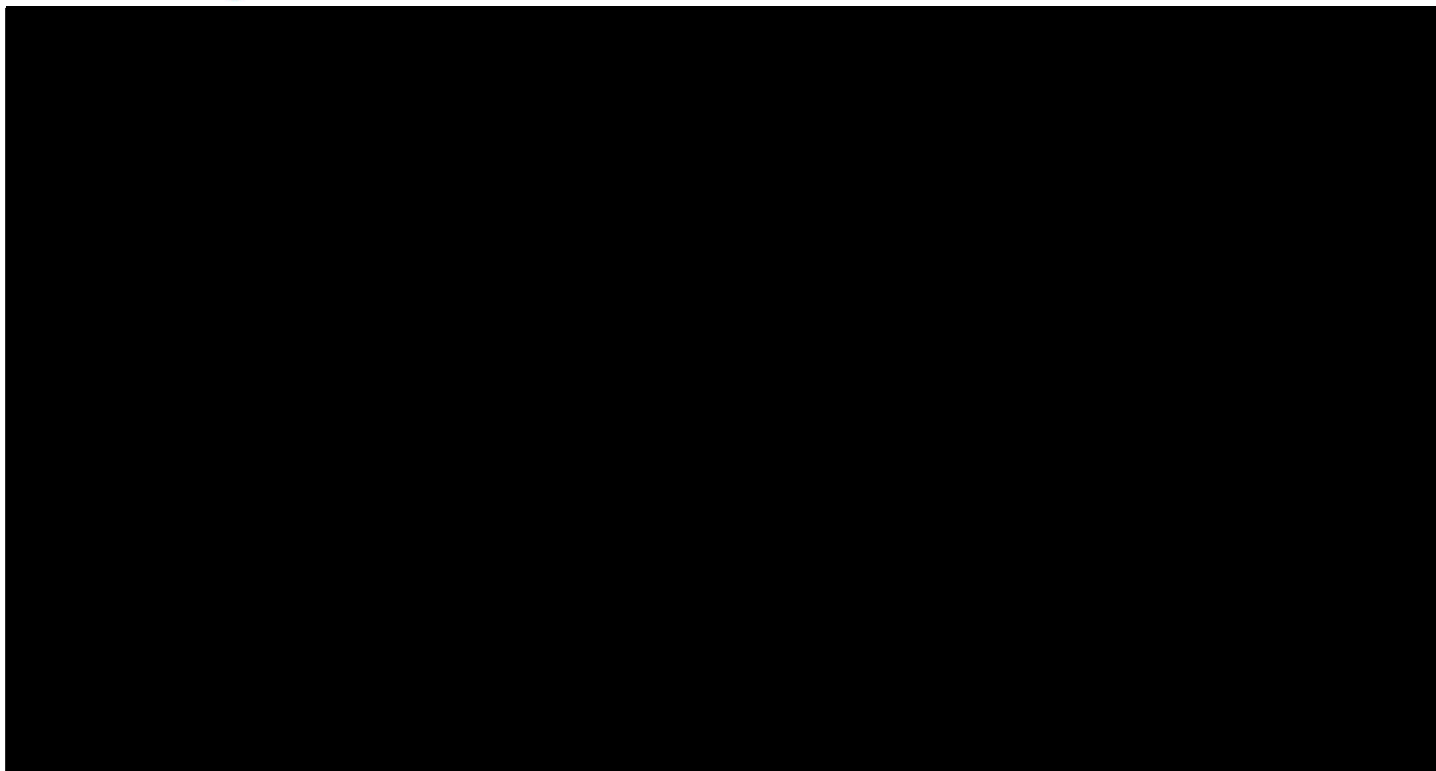
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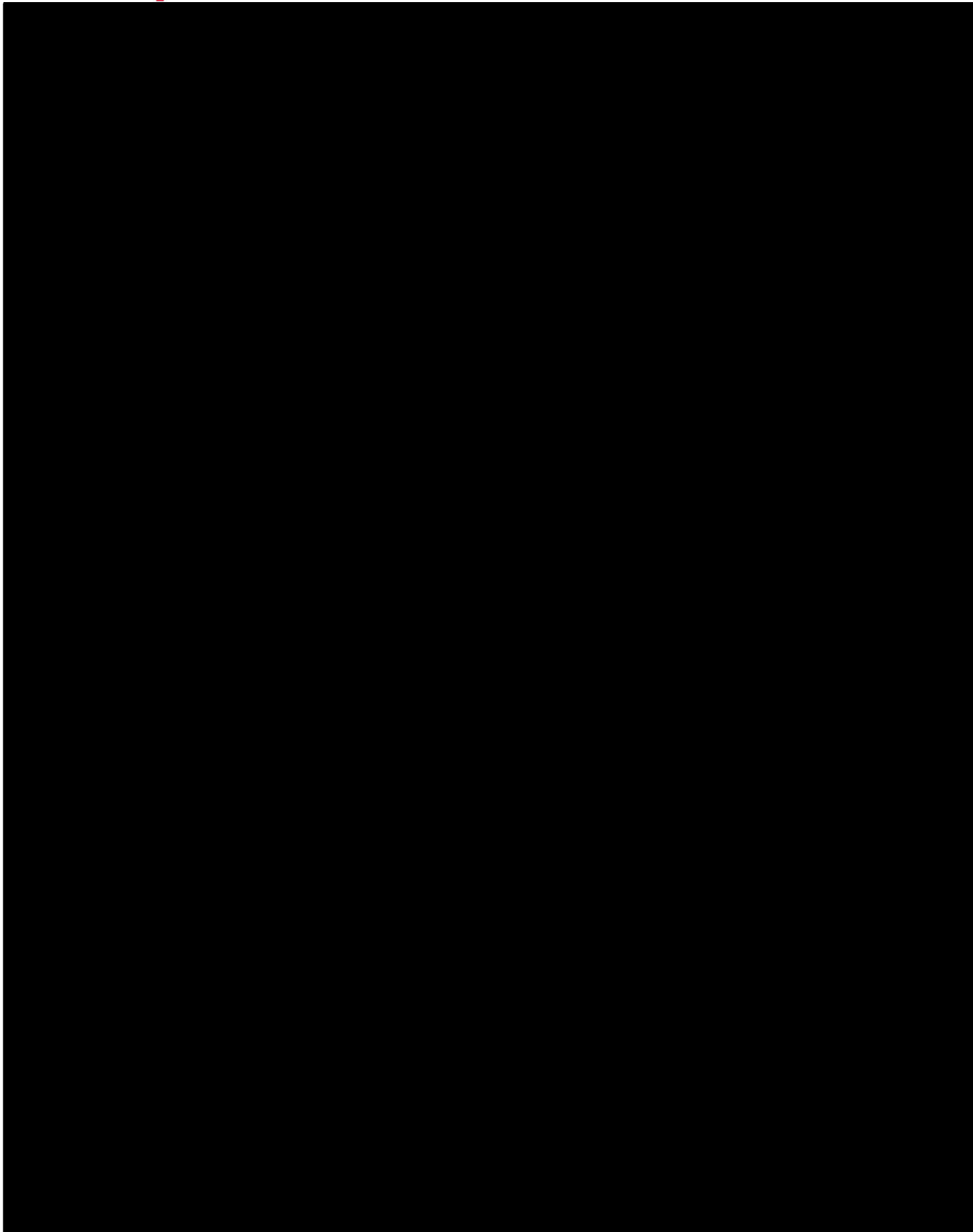
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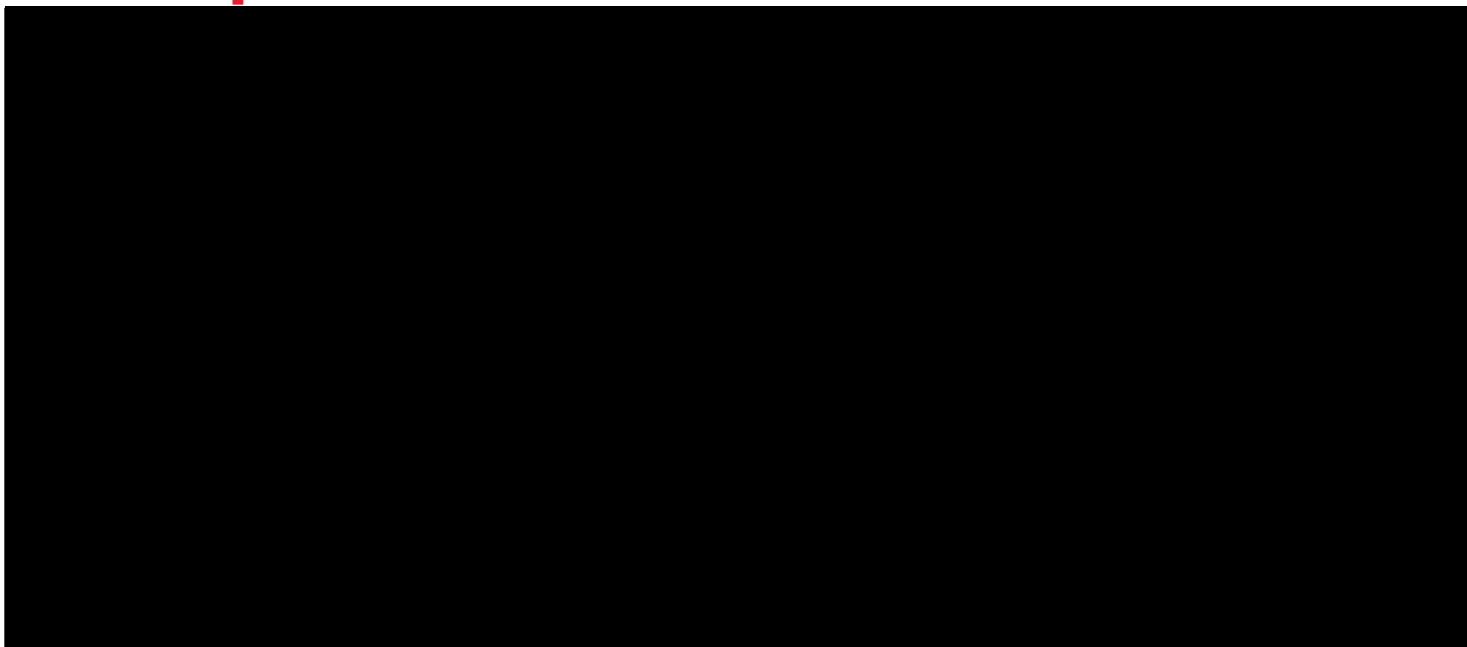
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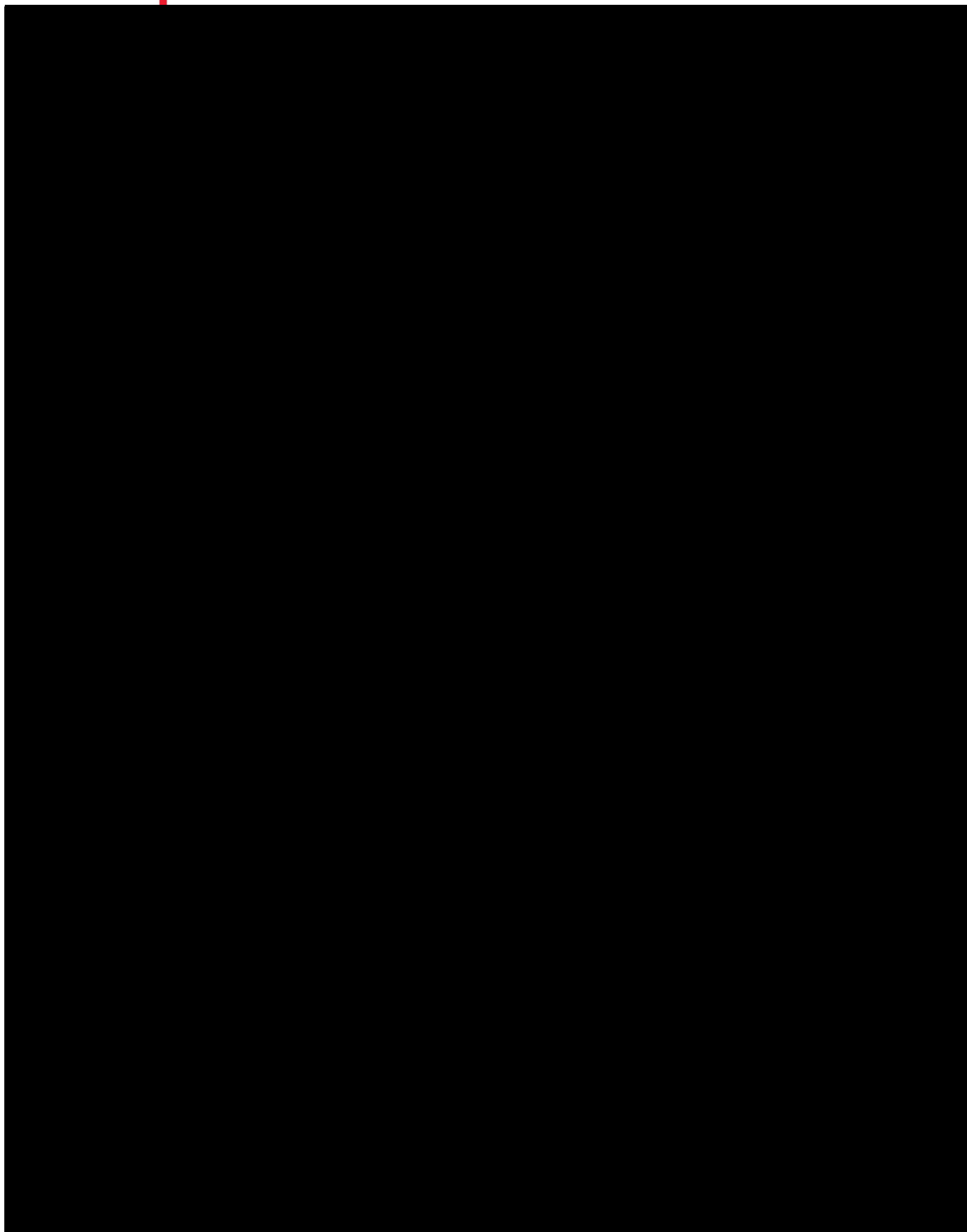
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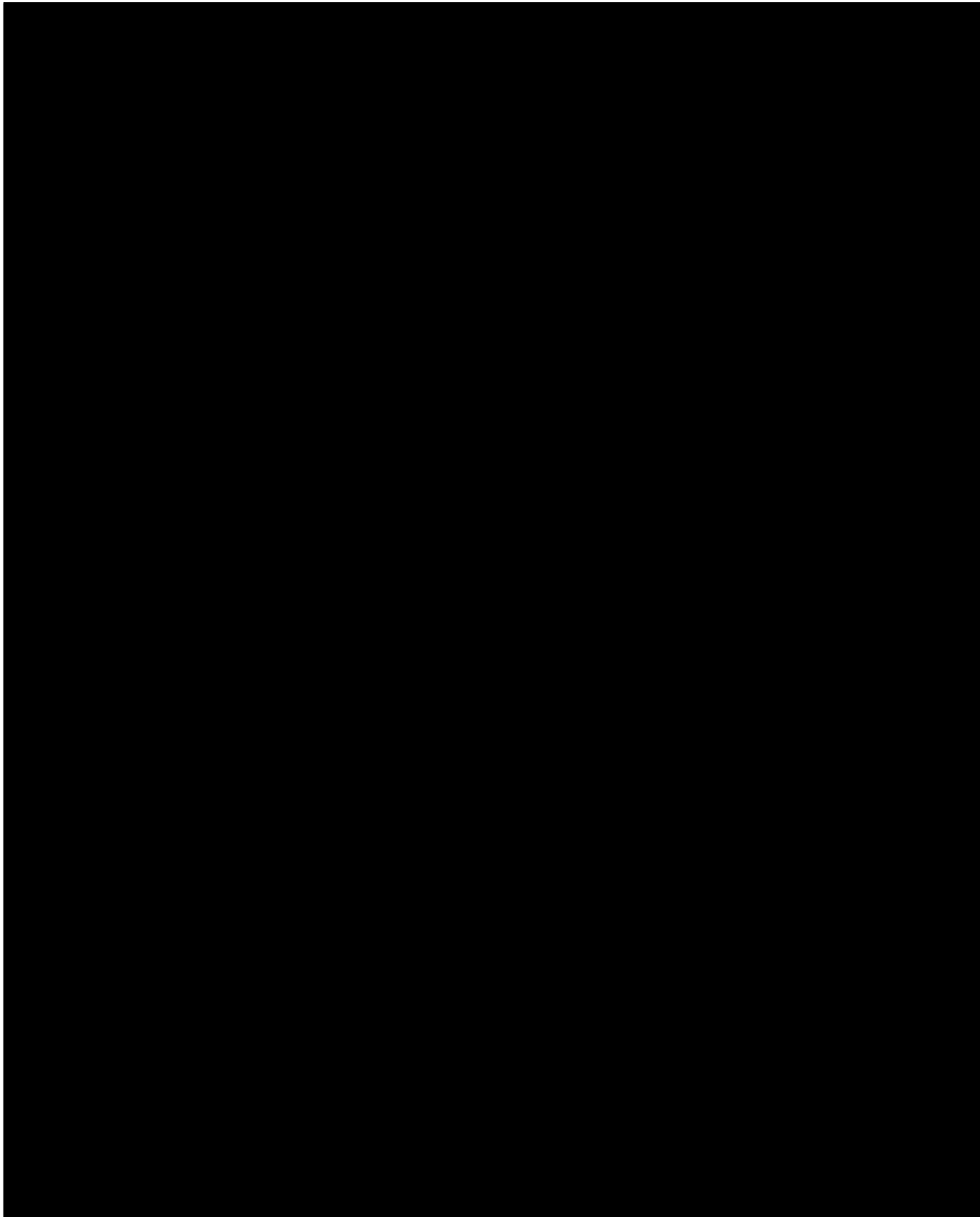
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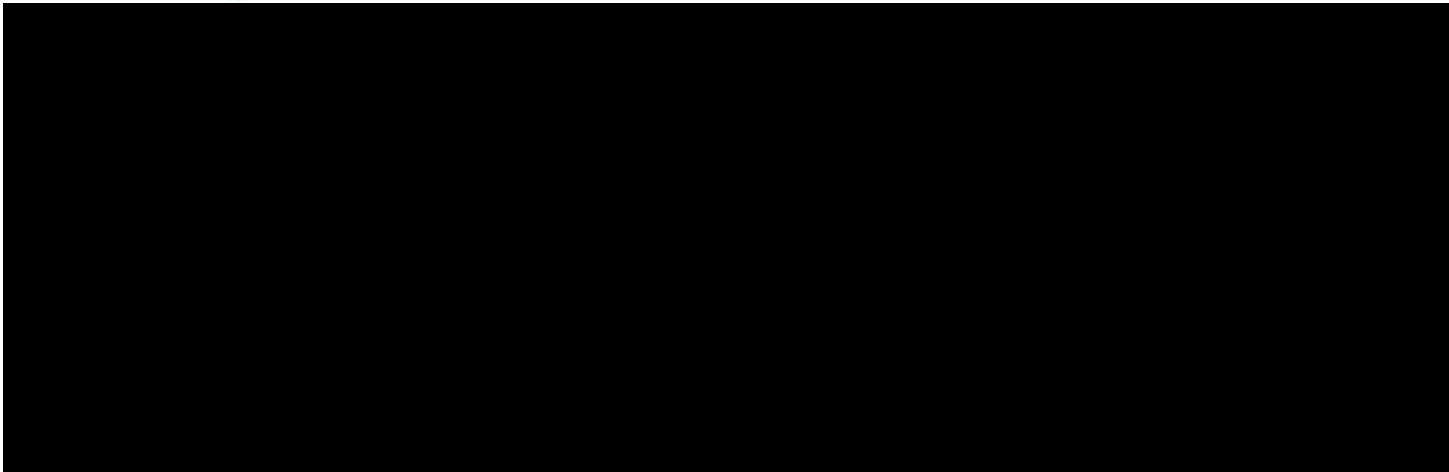
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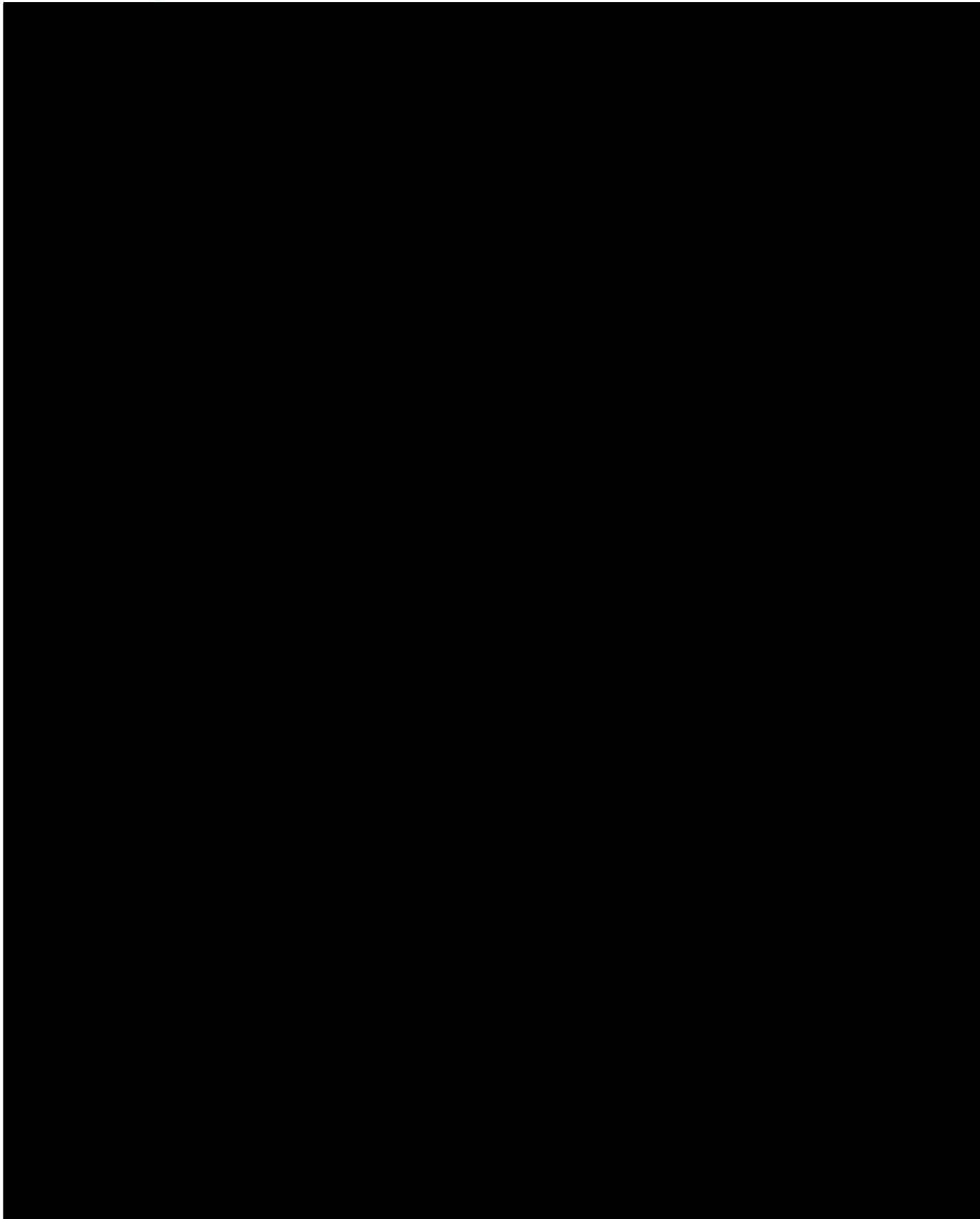
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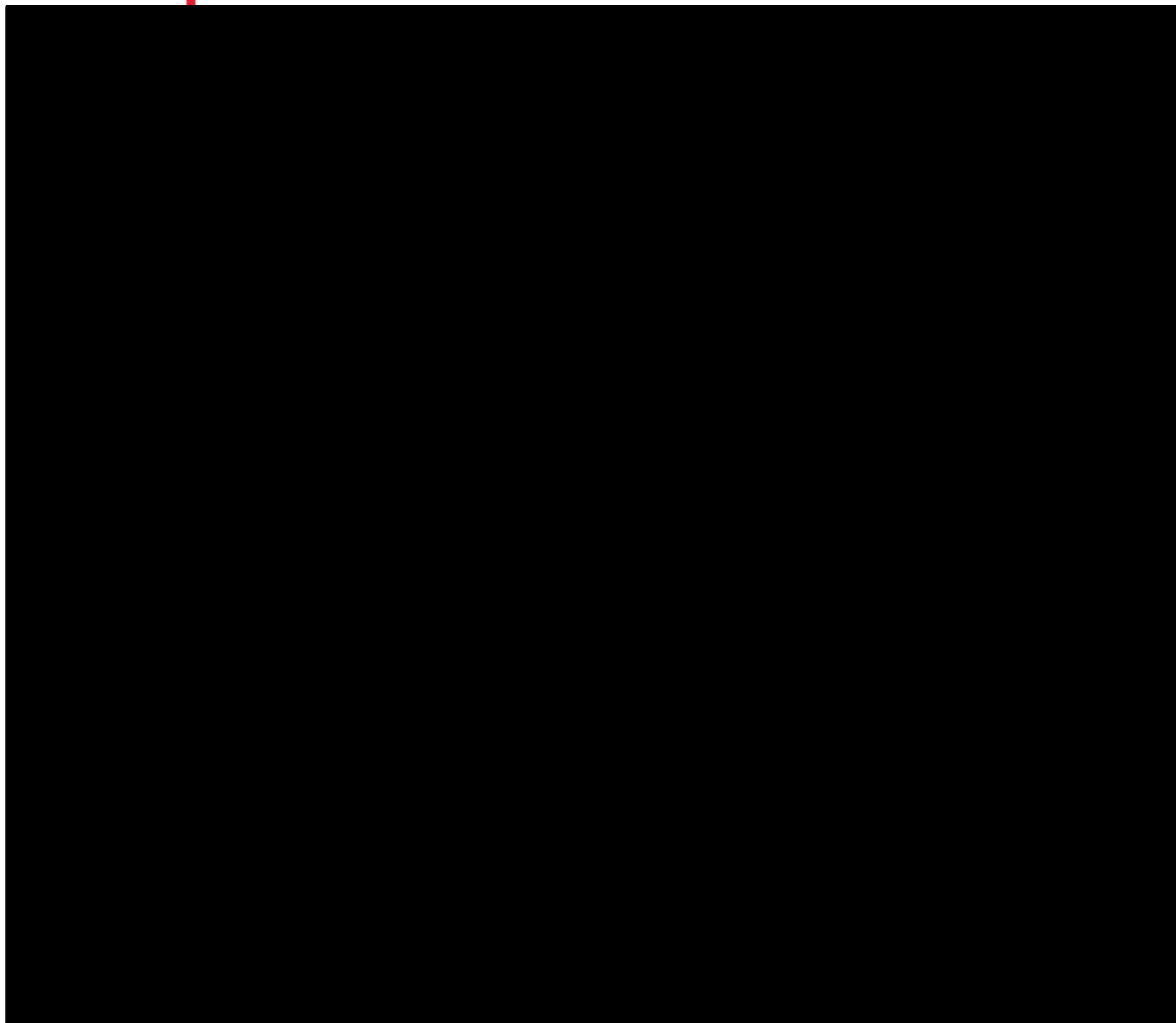
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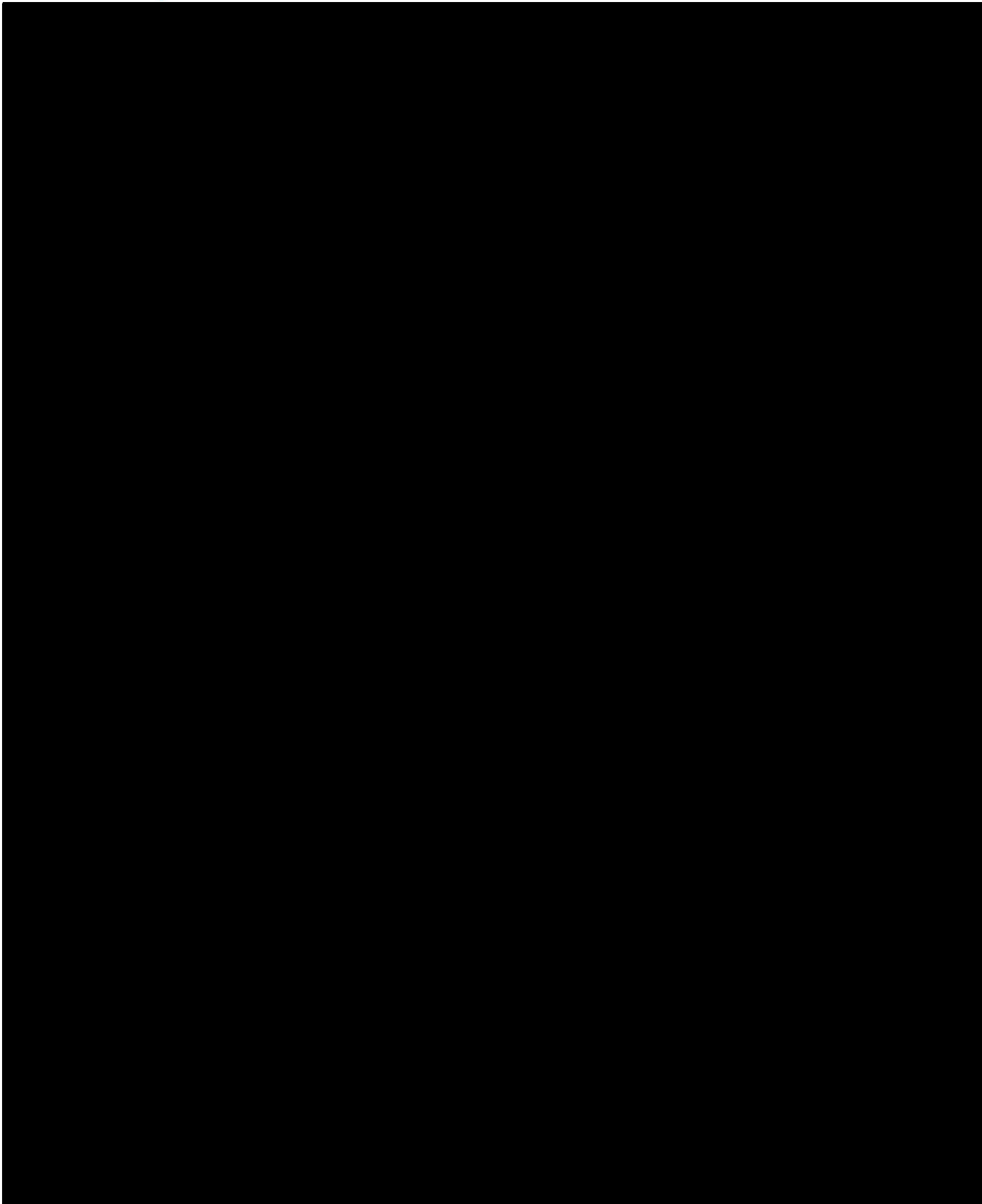
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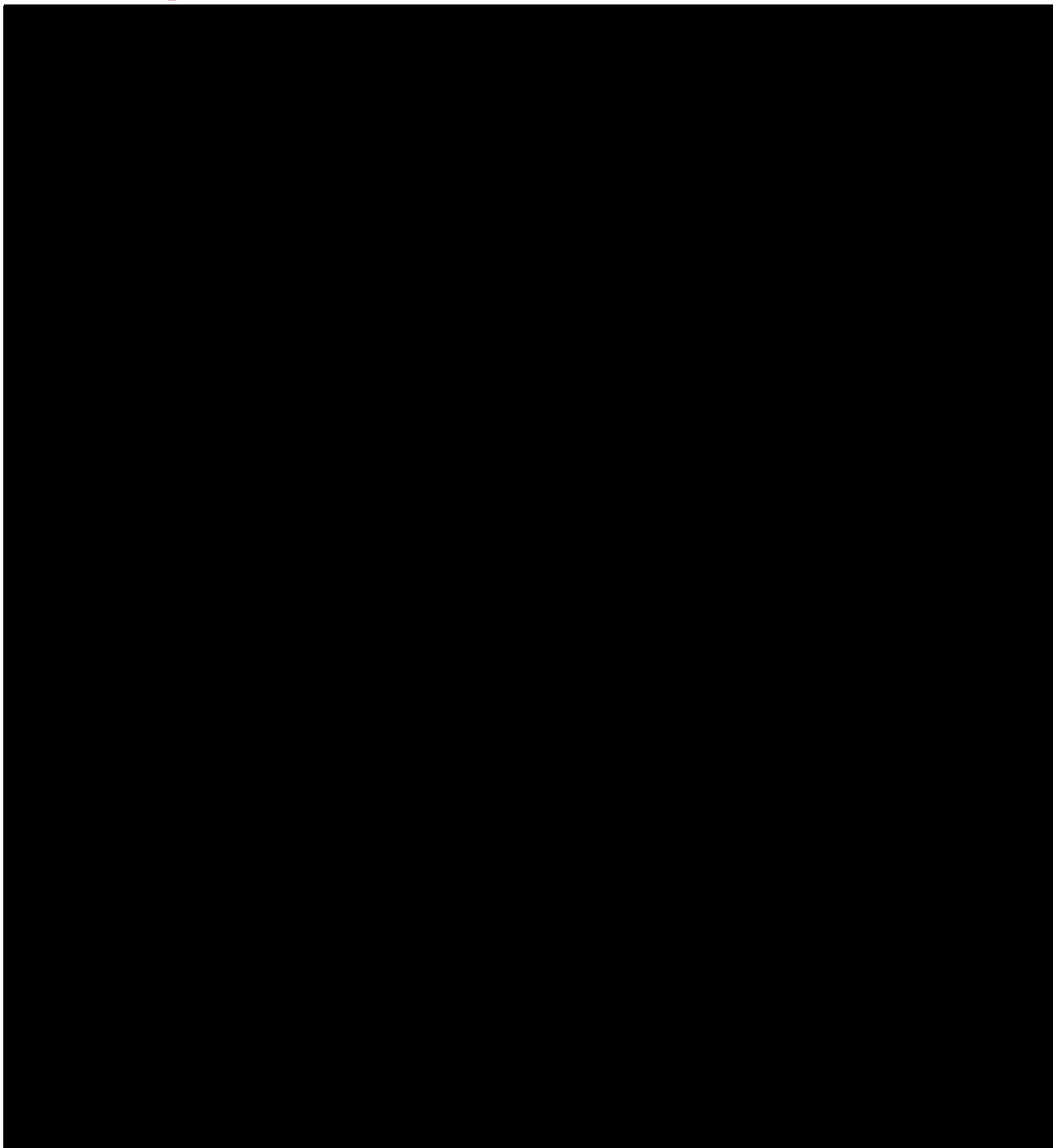
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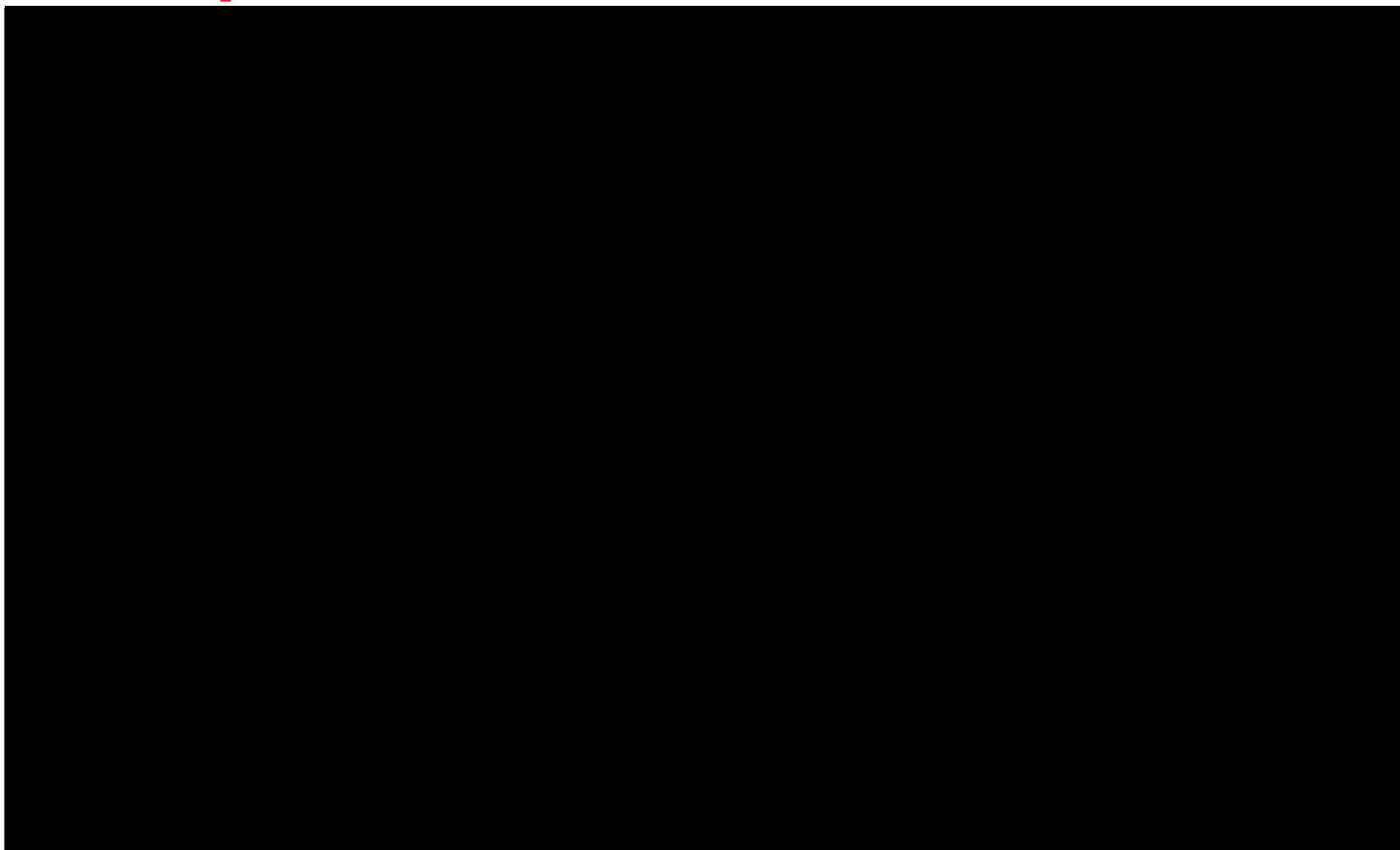
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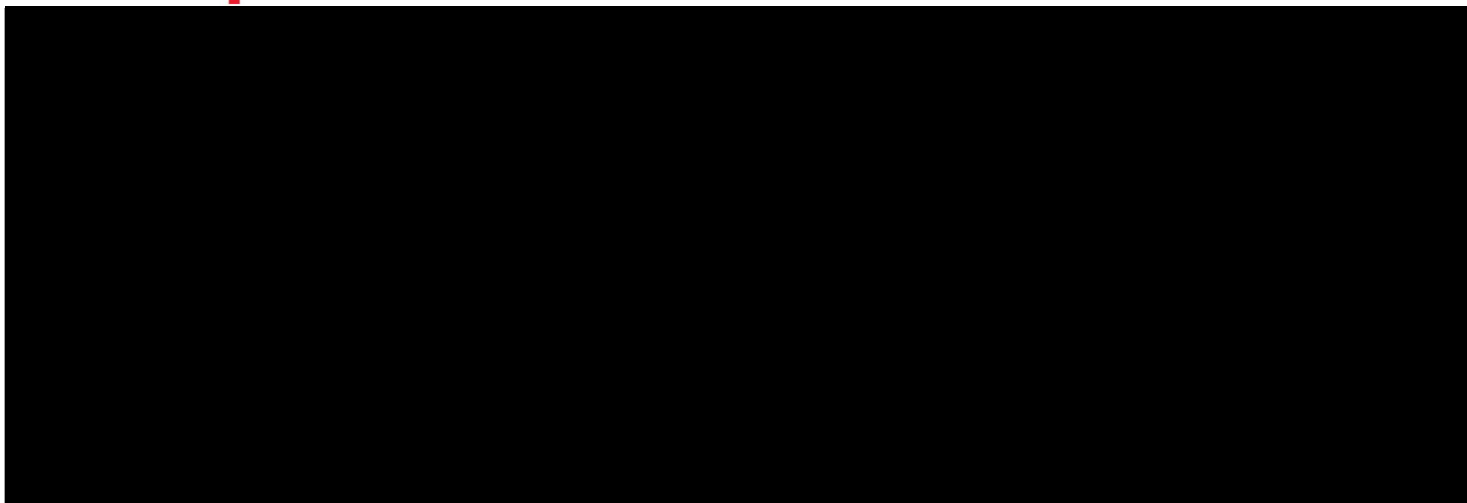
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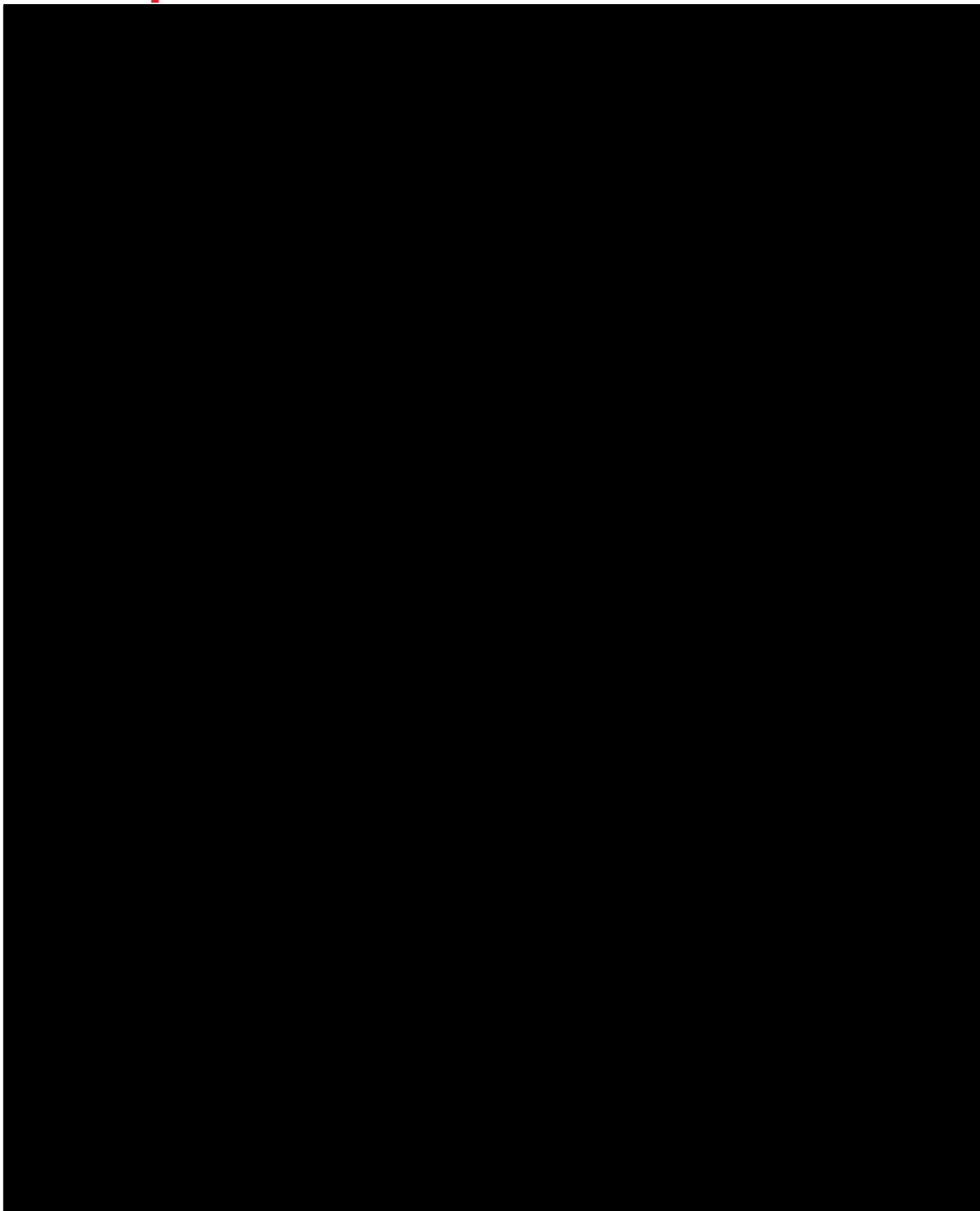
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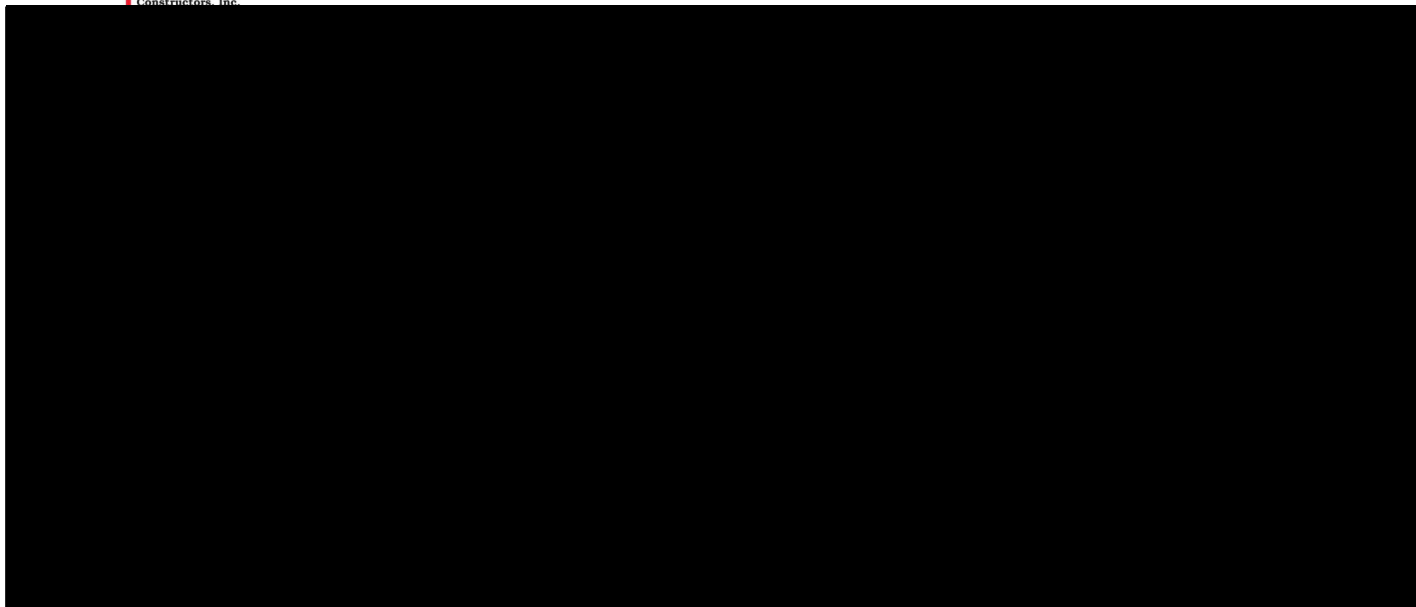
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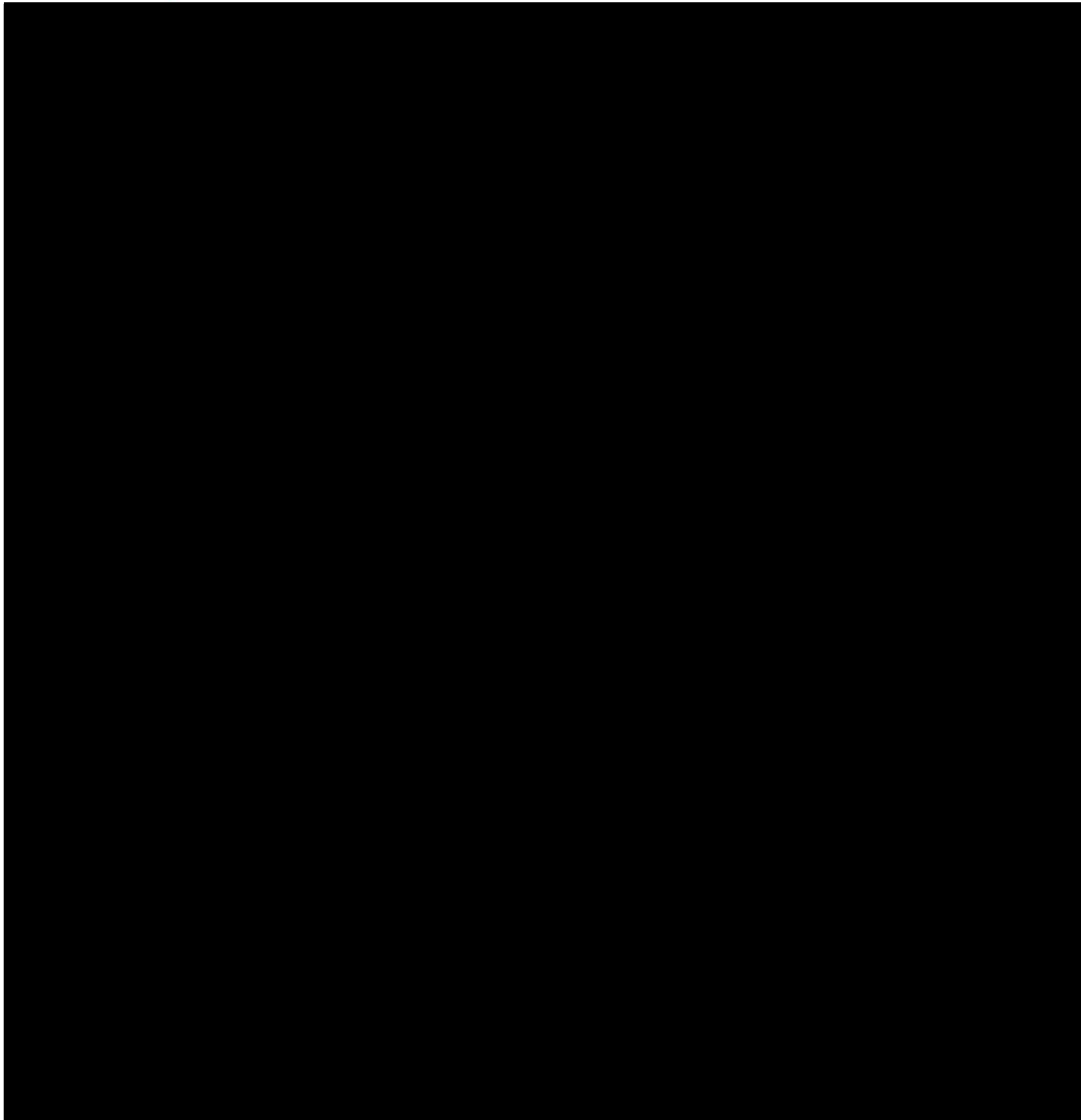
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**Request for Proposal
RFP-4933-21-DH**

**City of Grand Junction Fire Station #8
CM/GC**

RESPONSES DUE:

August 31, 2021 prior to 3:00 PM MDT

Accepting Electronic Responses Only

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

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

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

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

PURCHASING REPRESENTATIVE:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

(970) 244-1545

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

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

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.

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

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

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

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional Firms, interested in providing CONSTRUCTION MANAGEMENT/GENERAL CONTRACTOR (CM/GC) services for the proposed Fire Station #8 which shall be new construction. The project is generally located just south of D ½ Rod on 31 Road.. The City has selected The Blythe Group as the design firm working with a collection of sub-consultants. This proposal includes pre-construction services for work with the City and the Architect during design.
- 1.3 Mandatory Site Visit Meeting:** A **mandatory** site visit meeting is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the **mandatory** site visit meeting shall not be eligible to submit a response to this RFP. The primary, lead CM/GC firm must be in attendance. **Meeting location shall be at Fire Station #6, located at 729 27 Road, Grand Junction, CO on August 5, 2021 at 9:00am.**
NOTE: Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.
- 1.4 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear

understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.

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

Please join Solicitation Opening - City of Grand Junction Fire Station #8 CM/GC RFP-4933-21-DH on GoToConnect from your computer using the Chrome browser.
<https://app.goto.com/meet/385618141>

You can also dial in using your phone.

Dial-In

(646) 749-3335

Access Code

385-618-141

Audio PIN

1

- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through

the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.

- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified

by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

- 1.16 **Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 **Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. **Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. **Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. **The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with

the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract.

The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the contract, the successful Contractor shall furnish to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.9. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.10. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.
- 2.11. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.12. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.
- 2.13. Miscellaneous Conditions:** Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.14. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated

portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.

- 2.15. Performance & Payment Bonds:** After design & construction documents completion, but prior to construction commencement, Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.16. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.17. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.18. Liquidated Damages for Failure to Meet Project Completion Schedule:** Once a construction schedule is set and agreed upon by both Owner and Contractor, if the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree

that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

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

- 2.19. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.

- 2.20. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.22. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.23. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.24. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.25. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.27. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.28. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.29. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

- 2.30. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.33. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.34. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.35. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.36. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.37. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.38. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.39. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.39.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The

Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.39.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

2.39.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.40. Affirmative Action: In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.

2.41. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ worker without authorization workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).

2.42. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

2.43. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

2.44. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.45. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

2.46. Indemnification: Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

2.47. Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants

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

- 2.48. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.49. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.50. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.51. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.52. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.56. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

- 2.57. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.58. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.59. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.60. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.61. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.62. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.63. Default:** The Owner reserves the right to terminate the contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.64. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.65. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner

accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.66. Definitions:

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

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

official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

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

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

"Public project" is defined as:

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

SECTION 3.0: INSURANCE REQUIREMENTS

- 3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Subcontractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

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

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

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

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

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of: ONE MILLION DOLLARS (\$1,000,000) per claim

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

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1. General/Background:** The general scope of services to be obtained as a result of this RFP includes preconstruction services, value engineering, construction management ("CM") and general contractor ("GC") services relative to the construction of the new Fire Station #8 (**NOTE: This new station shall be based off of existing Fire Station #3 plans, that shall be modified for the new Fire Station #8**). The selected CM/GC will work collaboratively with Owner's architect and City project staff. The selection of the CM/GC is expected to be concluded and approved by the City Council on October 6, 2021.

The timeline for this project is ambitious. All planning, design and construction efforts will be expedited to the extent possible. Not to Exceed Price for all Pre-Construction Services; % of OH&P for Construction Services; and Not to Exceed Price for all General Conditions.

The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project.

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

Therefore, the City of Grand Junction Purchasing Department is requesting proposals from CM/GC's to assist in providing collaborative design services, scope, specifications, prepare construction drawings, assist in development of bid documents, with the Architectural/Engineering firm led by The Blythe Group.

- 4.2. Budget:** The total budget for this project (including all related design, construction, and soft costs) is estimated at approximately \$5,500,000.
- 4.3. Designer:** The Owner has selected The Blythe Group as the design firm for this project. The Owner shall require maximum collaboration by the Architect, the Construction Manager/General Contractor and the Owner's project staff to insure value engineering through constructability assessments, during the preconstruction phase, as well as the construction phase of the project.
- 4.4. Special Conditions/Provisions:**

4.5.1 Mandatory Site Visit Meeting: A mandatory site visit meeting is required by all contractors intending to submit a response to this RFP. Any contractor that does not attend the mandatory site visit meeting shall not be eligible to submit a response to this RFP. The primary, lead CM/GC firm must be in attendance. Meeting location shall be at Fire Station #6, located at 729 27 Road, Grand Junction, CO on August 5, 2021 at 9:00am. NOTE: Bidders that arrive more than 10 minutes late to the meeting shall not be eligible to submit a bid response to this solicitation process for this project.

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

4.5.3 Pricing/Fees: Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), all design related services, travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, general conditions, and all other costs related to the successful completion of the project.

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

Contractor shall submit pricing for this project as follows: Not to Exceed Price for all Pre-Construction Services; % of OH&P for Construction Services; and Not to Exceed Price for

all General Conditions. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project.

For pricing purposes for this solicitation process, CM/GCs shall presume a total construction budget of \$4,600,000. Provide the above mentioned pricing using the attached COST/PRICING PROPOSAL FORM.

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

Also see Section 5.0, paragraph H.

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

- 4.5. Scope of Services:** The general scope of services to be obtained as a result of this RFP includes preconstruction and Construction Services. These services shall consist of the following: (also see attached complete "as-built" drawings for Fire Station #?, which Fire Station #8 shall be based on).

4.6.1 Pre-Construction Services

- a. Design Consultation During Project Development – Attend regularly scheduled meetings (as needed) with the Architect and the City during design development, and development of construction documents, to advise on site use and improvements, selection of materials, building systems and equipment. Provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction and factors related to cost including alternative designs or materials, preliminary budgets and possible economies. Consult with the City and the Architect to finalize construction-phasing plans based upon the preliminary project plan included with the Construction Manager's original proposal. Present schedule and cost associated with each plan. The Construction Phasing Plan must consider construction feasibility, availability of materials and labor, coordination with the City's on-going activities on the Project sites, and other factors related to time, cost and safety.
- b. Cost Estimating, Scope Management and Value Engineering
The CM-GC shall prepare a cost estimate based on the Schematic Design package and provide a complete review. The CM-GC can use whatever means and methods deemed necessary to develop the estimate, including use of subcontractor pricing, historical unit costs, etc. The estimate shall be sufficiently detailed to enable review, by the City and the Architect, of all site and building components and systems. The CM-GC shall be expected to identify and present scope adjustment, value engineering or cost reduction ideas generated as a result of the estimating process. The CM-GC will work with the City and the Architect to develop a scope of work that fits within City's available budget for site and building construction.

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

- c. Scheduling – Develop a Project Time Schedule that coordinates and integrates the Architect's design efforts with construction schedules. Update the Project Time Schedule incorporating details for the construction operations of the project, including realistic activity sequences and durations, allocation of labor and materials, processing of shop

drawings, and samples and delivery of products requiring long lead-time procurement. The schedule shall include the City's other construction activities (i.e. Abatement, FF&E, Data/Telecommunications, etc.) necessary for coordination and occupancy requirements showing portions of the Project having occupancy priority.

- d. **Site Investigation** – After receiving Construction Documents, Construction Manager shall conduct a walkthrough of the project to familiarize itself with the proposed Scope of Work and document the existing conditions of the facilities and/or site. The Construction Manager shall provide a written report to the City of any discrepancies or issues and their affects to the project identified during the site investigation walk through.
- e. **Construction Estimate** – Prepare a construction estimate for the work based on a quantity survey of drawings and available specifications. Update and refine the construction estimate for the City's approval and acceptance as the development of the drawings and specifications proceeds. Provide detailed construction costs estimates at the completion of 100% Schematic Design (SD) and 100% Design Development (DD) documents produced by the Architect. Estimate shall include the bid amounts and construction contingencies.
- f. It is anticipated that an early release package (Design Development) is needed to ensure project schedule adherence, therefore Contractor shall provide cost/pricing at the completion of the Design Development phase. Guaranteed Maximum Price shall be submitted for approval upon completion of the Construction Documents, at which point a change order shall be established (upon City Council approval).
- g. **Value Engineering (VE)** – At the end of both Schematic Design (SD) and Design Development (DD), Construction Manager shall complete a technical review and analysis of systems and materials being considered in the design to produce the greatest value for the least cost, including life cycle analysis.

(1) **Design Review/Coordination of Contract Documents** – Conduct a formal review of 100% Design Development documents produced by the Architect. These reviews shall address estimated cost, completeness of design, coordination of documents, and construction feasibility and work phasing and shall include detailed reviews of the structural, mechanical, plumbing and electrical work described. A written report of findings, including recommended revisions and/or value engineering proposals, shall be submitted to the City and the Architect within one week of receipt of said documents. Verify that all identified deficiencies and/or revisions authorized by the City are acknowledged by the Architect and incorporated in all subsequent documents presented and in the final Construction Documents.
- h. **Subcontractor Pre-Qualification** – Develop and implement a subcontractor pre-qualification process, with the cooperation and approval of the City and the Architect. Recommend early pre-qualification of critical subcontractors as deemed advisable, especially for roof joists and emergency generators.
- i. **Labor** – Analyze the types, quantity and availability of appropriate categories of labor required for various phases of the Project.

- j. Bidding – The Construction Manager shall establish bidding schedules and conduct pre-bid conferences to familiarize bidders with bidding documents, management techniques and any special systems, materials or methods. Solicit and receive competitive and responsible bids on the Work from qualified subcontractors and materials suppliers, pursuant to bidding procedures acceptable to the City.
- k. Conferences – In concert with the City and the Architect, conduct pre-construction conferences with successful subcontractors.
- l. Work Task Coordination – The CM/GC shall work collaboratively with the A/E (in conjunction with the Owner) throughout the process. The Owner expects that the CM/GC and A/E work as a team to produce design documents that consider constructability and placed an importance on value engineering where possible.

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

4.6.2 Construction Services

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

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

- b. Project Control – Supervise the Work of the subcontractors and coordinate the Work with the activities and responsibilities of the City and Architect in order to complete the Project in accordance with the City's objectives of cost, time and quality.
- c. Staffing – Maintain, at the Project site, a competent staff as approved by the City, to coordinate, provide overall direction of the Work, and monitor progress of the subcontractors on the Project. Assign to the Project, for the duration of the Work through correction of punch-list, a full-time competent Superintendent and any necessary

assistants, as satisfactory to the City, in accordance with executed Amendments and/or Construction Managers General Conditions. The Superintendent shall not be changed except with the consent of the City. The Superintendent shall see that the Work is carried out in accordance with the Contract Documents and shall be full time and/or shall be present on the project site during the execution of all work associated with this Agreement unless authorized by the City.

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

- j. City's Consultants/Contractors – If required, assist the City in the coordination of a surveyor, testing laboratories other special consultants, telecom/data, temperature controls and other contractors contracted directly to the City involved with work associated with contract documents.
- k. Safety Measures – Establish procedures and measures for the safety of persons and property at and around the site of the Work. Assure compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.
- l. Quality Control Program – The Construction Manager shall establish and maintain a Quality Control (QC) Program specific to the Project. The QC program shall consist of the Construction Manager's QC organization, the project specific QC plan, QC meetings, the phases of control, submittal review and approval, testing and inspections, and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations compliance with the requirements of the Contract Documents.

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

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

- r. Attic Stock - Turn over to the City all keys and maintenance/attic stocks required by the Contract Documents.
- s. Warranty – During the one-year warranty period, which starts at the date of Substantial Completion, perform two (2) warranty inspections, 1 each at 6 months and 11 months, and ensure that Work which proves defective or deficient during such time is corrected either by the subcontractors or by such other means as shall be required. Administer the one-year warranty period by the City’s Warranty Work Request process.

4.6. Attached Documents: Click Links

- 1. [Project location map – close up](#)
- 2. [Project location map – far out](#)
- 3. [Geotechnical Report](#)
- 4. [Fire Station #3 Bid Set/Plans](#)

4.7. RFP Tentative Time Schedule:

- Request for Proposal available July 23, 2021
- Mandatory Site Visit Meeting August 5, 2021
- Inquiry deadline, no questions after this date August 19, 2021
- Addendum Posted August 24, 2021
- Submittal deadline for proposals August 31, 2021
- Owner evaluation of proposals Sept 1 – 9, 2021
- Interviews (if required) September 16, 2021
- Final selection September 20, 2021
- City Council Approval October 6, 2021
- Contract execution October 7, 2021

4.8. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

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

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications (to include specifics to Fire Stations) for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects. Information provided shall include but is not limited to:
- Organizational chart of company and/or project team
 - Identification of key personnel
 - Professional qualifications, resumes and functions of personnel who will be assigned to the project
 - Specific related project experience of personnel
 - Personnel availability and time commitment proposed to meet the project schedule
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe your proposed CM/GC management strategy and/or plan for achieving the objectives of this RFP. Provide examples of control systems you propose to use in the execution of this project:
- Cost control
 - Schedule control
 - Quality control (value engineering, methodology)
 - Value Engineering

The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.

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

1. Fee & Pre-Construction Services

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

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

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

2. General Conditions

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

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

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

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

6.1 Evaluation: An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

6.2 Intent: Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm’s ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

<p>The following collective criteria shall be worth 85%</p> <ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (5) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.) • Understanding of the Project and Objectives (25) (Firm’s ability to demonstrate a thorough understanding of the City’s goals pertaining to this specific project.) • Experience (30) (Firm’s proven proficiency in the successful completion of similar projects.) • Strategy & Implementation Plan (25) (Firm has provided a clear interpretation of the City’s objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)

<p>The following criteria shall be worth 15%</p> <ul style="list-style-type: none"> • Fees (15)

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

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

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

SECTION 7.0: SOLICITATION RESPONSE FORM

Bid Date: _____

Project: RFP-4933-21-DH "City of Grand Junction Fire Station #8 CM/GC"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

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

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

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

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

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

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

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

**COST/PRICING PROPOSAL FORM
RFP-4933-21-DH "City of Grand Junction Fire Station #8 CM/GC"**

Date: _____

CM/GC Cost/Pricing proposal shall be based upon a \$4,600,000 construction budget.

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

Total CM/GC Fee Written:

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

Company: _____

Authorized Signature: _____

Title: _____



Purchasing Division

ADDENDUM NO. 1

DATE: August 24, 2021
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: City of Grand Junction Fire Station #8 CM/GC RFP-4933-21-DH

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

Please make note of the following clarifications:

1. The site location for this project is 441 31 Road, Grand Junction, CO.
2. For clarification of project dates:
 - Project Start Date – October 11, 2021
 - Establishment of Guaranteed Maximum Price (GMP) – November 10, 2021
 - City Council Approval of GMP – December 1, 2021
 - Construction Start Date – December 6, 2021
 - Receipt of Certificate of Occupancy (CO) – July 31, 2022
 - Final Project Completion Date – August 31, 2022

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

All other conditions of subject remain the same.

Respectfully,

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

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



LETTER OF INTENT

Date: September 28, 2021

Company: FCI Constructors, Inc.

Project: City of Grand Junction Fire Station #8 CM/GC RFP-4933-21-DH

Based upon review of the proposals received, and interviews held, for City of Grand Junction Fire Station #8 CM/GC RFP-4933-21-DH, your firm has been selected as the preferred proposer.

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

Specifically, your pricing proposal has been reviewed, and while the effort put into your proposal is appreciated, negotiations are sought. The City requests that you re-evaluate your pricing for your General Conditions NTE category (without sacrificing the scope of the project). Please also provide details explaining pricing adjustments made.

Additionally, you also indicated in this process that you would potentially be able to improve upon your submitted project completion date. Please explain specifically and in detail how this may be accomplished, and also submit a revised project schedule taking these potentials into account (base your revised schedule with the assumption of an October 6, 2021 City Council meeting approval date).

Please provide your responses and revised General Conditions sheet and updated project schedule no later than noon Thursday, September 30, 2021.

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

Once the contract has been awarded, you may contact Kirsten Armbruster, Project Engineer at 970-244-1421 to begin project scheduling.

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

Thank you and Best Regards

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

Duane Hoff Jr., Senior Buyer

Mr Duane Hoff, Jr.
Senior Buyer
City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

Dear Mr. Hoff,

We are in receipt of your letter of intent dated September 28, 2021 and are very excited to make it to the next steps in the process.

In the letter, you request a re-evaluation of our NTE General Conditions, asking for a “best and final” budget. This is what we included at the time of our proposal. In preparation of our proposal response and using the spirit of section H.1 of the RFP, the NTE General Conditions we provided represent best value to the client, as well as the proper supervision and leadership to ensure a timely completion and a quality installation. \$250,000 of the \$290,000 of the GC’s are represented by Labor for the Project Manager, Project Superintendent and Project Engineer. The roles of these individuals are key to the successful completion of the Fire Station project.

Proper staffing is critical for project success. Subcontractors recognize the efficiencies of a properly staffed project which results in more competitive pricing on bid day bringing better value to the City of Grand Junction. This is evident by our success in the negotiated market, as well as our ability to be competitive in the hard bid market. Given that subcontractor values will make up 80% or better of the total project cost, a benefit of 2% in the subcontract and supplier procurement process can yield a savings greater than the full projected cost of the Project Engineer.

However, in recognition of the ongoing relationship with the City of Grand Junction, the Grand Junction Fire Department, and in recognition of anticipated efficiencies stemming from familiarity with the project and project team, we will reduce the amount of Project Manager, billed to the Project, by 50%, or \$25,696. Note, this will not reduce the amount of time Marc spends on the project, only the amount of time Billed to the project.

With regards to schedule, the schedule included in our presentation to the Team, anticipated an October 6th notice to proceed. As was discussed, Structural Steel Bar Joists and Deck are still the driving factor in the project and, as of this writing, are still seeing lead times for procurement, consistent with the durations in the schedule. Our approach anticipates negotiating these materials immediately upon award. Once a vendor is brought on board, those lead times will be finalized. If any improvement to the procurement of these materials is realized, they will be incorporated into the project schedule.

We are excited to be a part of another successful, Fire Station team, and look forward to the opportunity to serve the City and Fire Department once again.

Please feel free to reach out with any specific questions or concerns.



Trust • Hard Work • Honest • Professional

Best Regards,

A handwritten signature in blue ink, appearing to read "Brad Keller", is written over the typed name.

Brad Keller

Vice President of Grand Junction Operations

Cc: Marc Litzen, Evan Walton, Shane Haas

SECTION 7.0: SOLICITATION RESPONSE FORM

Bid Date: 9/29/21

Project: RFP-4933-21-DH "City of Grand Junction Fire Station #8 CM/GC"

Bidding Company: FCI CONSTRUCTORS, INC

Name of Authorized Agent: SHANE HAAS

Email SHAAS@FCIOL.COM

Telephone 970-434-9093 **Address** 3070 I-70 B, BLDG A

City GRAND JUNCTION **State** CO **Zip** 81504

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

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 1

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

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

Company: FCI CONSTRUCTORS, INC

Authorized Signature:  SHANE HAAS

Title: PRESIDENT

COST/PRICING PROPOSAL FORM
RFP-4933-21-DH "City of Grand Junction Fire Station #8 CM/GC"

Date: 9/29/21

CM/GC Cost/Pricing proposal shall be based upon a \$4,600,000 construction budget.


1. CM/GC Pre-Construction Services Fee		\$ <u>Included at no cost</u>
2. CM/GC Construction Services Fee (OH&P) (provide in both % and \$)	% <u>4</u>	\$ <u>184,000</u>
3. General Conditions (NTE)		\$ <u>336,204</u>
Total CM/GC Fee		\$ <u>520,204</u>

Total CM/GC Fee Written:

FIVE HUNDRED TWENTY THOUSANDS TWO HUNDRED FOUR DOLLARS

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

Company: FCI CONSTRUCTORS, INC

Authorized Signature:  SHANE HAAS

Title: PRESIDENT



City of Grand Junction
 FIRE STATION #8
 RFP RESPONSE
 September 29, 2021

DIV 1: GENERAL CONDITIONS											
DESCRIPTION	QUANTITY	UNIT	PRICE	MATERIAL	MATERIAL TAX	PRICE	EQUIP/SUB	PRICE	LABOR	LABOR BURDEN	TOTAL
ONSITE MANAGEMENT											
PROJECT MANAGER	11	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,164.54	\$ 24,830.00	included	\$ 24,830.00
SUPERINTENDENT	35	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,080.00	\$ 141,826.63	included	\$ 141,826.63
PROJECT ENGINEER	17	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,280.00	\$ 57,008.74	included	\$ 57,008.74
TEMPORARY FACILITIES											
TEMP FENCE	1,000	LF	\$ 1.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1.50	\$ 1,500.00	\$ 1,020.00	\$ 3,520.00
STORAGE VAN - RENT	8.0	MO	\$ 225.00	\$ 1,799.78	\$ -	MOB IN/OUT \$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 2,299.78
OFFICE TRAILER	8.0	MO	\$ 450.00	\$ 3,599.56	\$ -	MOB IN/OUT \$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 4,599.56
TEMP POWER	8.0	MO	\$ 200.00	\$ 1,599.80	\$ -	INSTALL \$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ 1,899.80
CELL PHONE	8.0	MO	\$ 200.00	\$ 1,599.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,599.80
OFFICE TRAILER PHONE/INTERNET	8.0	MO	\$ 165.00	\$ 1,319.84	\$ -	INSTALL \$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 1,569.84
COMPUTER/IT SERVICES	12.8	MO	\$ -	\$ -	\$ -	\$ 490.00	\$ 6,271.23	\$ -	\$ -	\$ -	\$ 6,271.23
OFFICE SUPPLIES, COPIER, PLAN REPRO	1.0	LS	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 2,800.00
TEMP TOILET (2)	16.0	MO	\$ -	\$ -	\$ -	\$ 130.00	\$ 2,079.74	\$ -	\$ -	\$ -	\$ 2,079.74
TEMP WATER - POTABLE	8.0	MO	\$ -	\$ -	\$ -	\$ 100.00	\$ 799.90	\$ -	\$ -	\$ -	\$ 799.90
EQUIPMENT											
PICKUP RENT	8.0	MO	\$ 500.00	\$ 3,999.51	\$ -	\$ 1,025.00	\$ 8,198.99	\$ -	\$ -	\$ -	\$ 12,198.50
TOTALS				\$ 16,118.28	\$ -	\$ 20,999.86	\$ 225,165.37	\$ 1,020.00	\$ 263,304		

General Liability	\$ 34,500
Builders Risk	\$ 11,040
Payment & Performance Bond	\$ 27,360
TOTAL	\$ 336,204

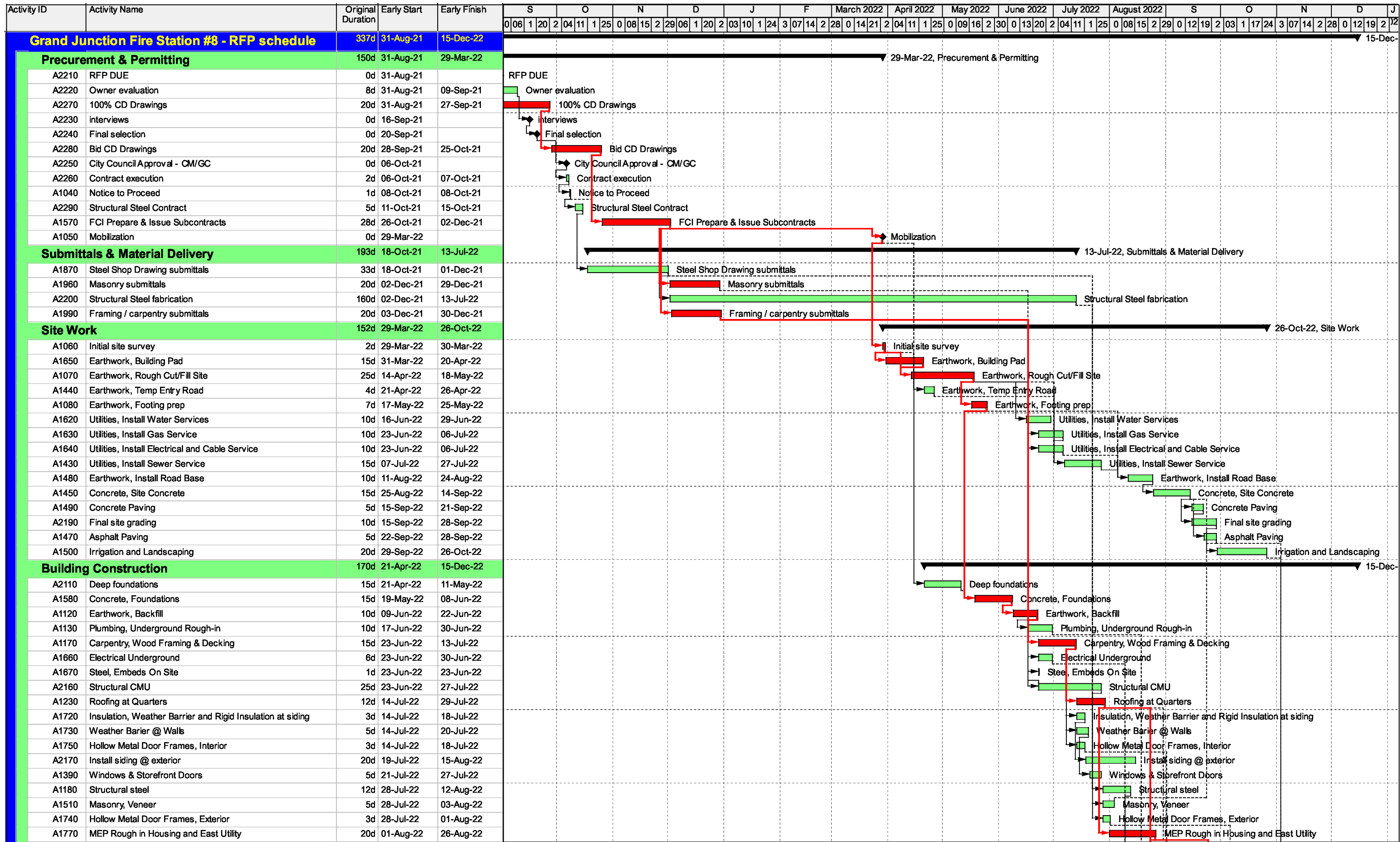




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City of GJ Fire Station No. 6



FIRE STATION EXPERIENCE

Aspen Ambulance Facility



PUBLIC SAFETY EXPERIENCE

Two Rivers Convention Center Remodel



SUCCESS WORKING WITH THE CITY OF GRAND

MCVSD Orchard Mesa Middle School



SUCCESS WORKING WITH BG+co

August 31, 2021

Duane Hoff Jr., Senior Buyer
City of Grand Junction
via email: duaneh@gjcity.org

RE: City of Grand Junction Fire Station No. 8, CM/GC Services

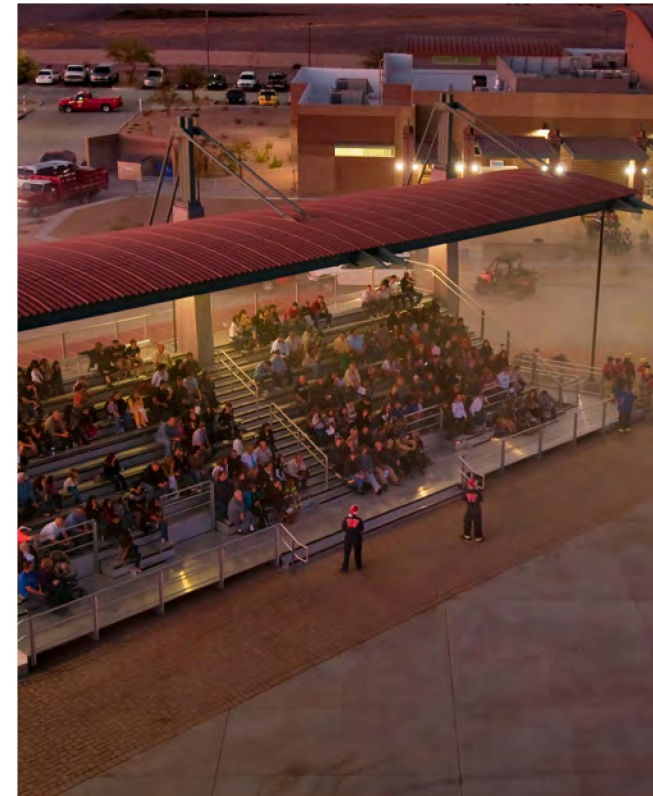
Dear Mr. Hoff:

Thank you for the opportunity to present FCI Constructors, Inc. for consideration of construction for the new Fire Station 8.

Attached to this letter, you will find our quantitative qualifications or building Fire Station No. 8. Among these items, are representations of the 12 projects we have successfully completed with the City of Grand Junction, the 54 Fire Stations that we have completed over a three-state region, three of which have been completed in Grand Junction. We have a 24-year history with working with BG Co+ that includes more than 80 successful projects, and we are born and bred in Western Colorado.

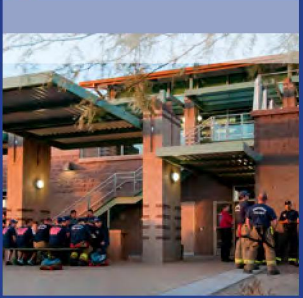
What you may not find in the accompanying proposal, what we would like to address, is the essence of FCI. FCI is an employee-owned company, whose employee owners are dedicated to the visions of our clients. We are a service-based company, whose product is the management of a process with guaranteed results. We recognize that the building, in this case the Fire Station, is the physical vehicle through which the Grand Junction Fire Department extends its promise of protection and safety to the surrounding community. To that end, the successful completion of the Fire Station construction is not just the completion of a brick-and-mortar structure, but the ability of the City to make good on that promise.

It is this perspective that drives how we approach the process of construction. It is our duty to provide timely, accurate information, so that the team can make decisions that benefit the project. We may not always tell you what you want to hear, but we will tell you what you NEED to hear. It is our duty to facilitate clear and concise communication. With numerous stakeholders and the promise of challenges, all team members need to be leaders when it comes to communicating issues and seeking out solutions. FCI is solution driven. In the event of an issue, all energies must be deployed to finding efficient and economical solutions and making sure those issues





✓ RELATIONSHIP WITH LOCAL SUBCONTRACTORS



✓ OPEN-BOOK POLICY



✓ 350+ MUNICIPAL PROJECTS COMPLETED



✓ DEDICATED TO OUR COMMUNITY

and decisions are clearly communicated to mitigate any potential impact to the project. It is our duty to be transparent. The funds utilized to build this fire station are taxpayer dollars. It is imperative that the team use these funds to the greatest benefit of the Fire District, thus the taxpayers. This is accomplished when all parties are privy to all financial information. From the subcontractor bid proposals, to the presentation of costs each month, to the review of allowance and contingency dollars on a weekly basis, the whole team needs to share in the status of the budget, so that the use of funds is maximized to the benefit of the project.

At FCI, our core values are **Trust, Hard Work, Honest, Professional**, and our Mission Statement is **Focused on your Vision**. These are our guiding principles. We know that a project is not successful unless the client's Vision is met in whole. To accomplish this, we must earn your trust. To earn your trust, we must be honest, work hard, and be professional.

It is with great pleasure that we submit FCI Constructors for your consideration for the construction of Fire Station #8.

Sincerely,

Brad Keller, Vice President Grand Junction Operations
 bkeller@fciol.com, 970-434-9093

* **FCI is in receipt of Addendum #1 dated August 24, 2021.**



Please see the Prior Experience/Success section for profiles of the following FCI projects:

City of Grand Junction Fire Station No. 6



Roaring Fork Fire Station No. 45



City of Grand Junction Orchard Mesa Fire Station



Qualifications/Experience/Credentials

**SINCE
1978**

**385
PUBLIC
SAFETY
PROJECTS**

**54
NEW FIRE
STATIONS**

**1,400+
CM/GC
PROJECTS**

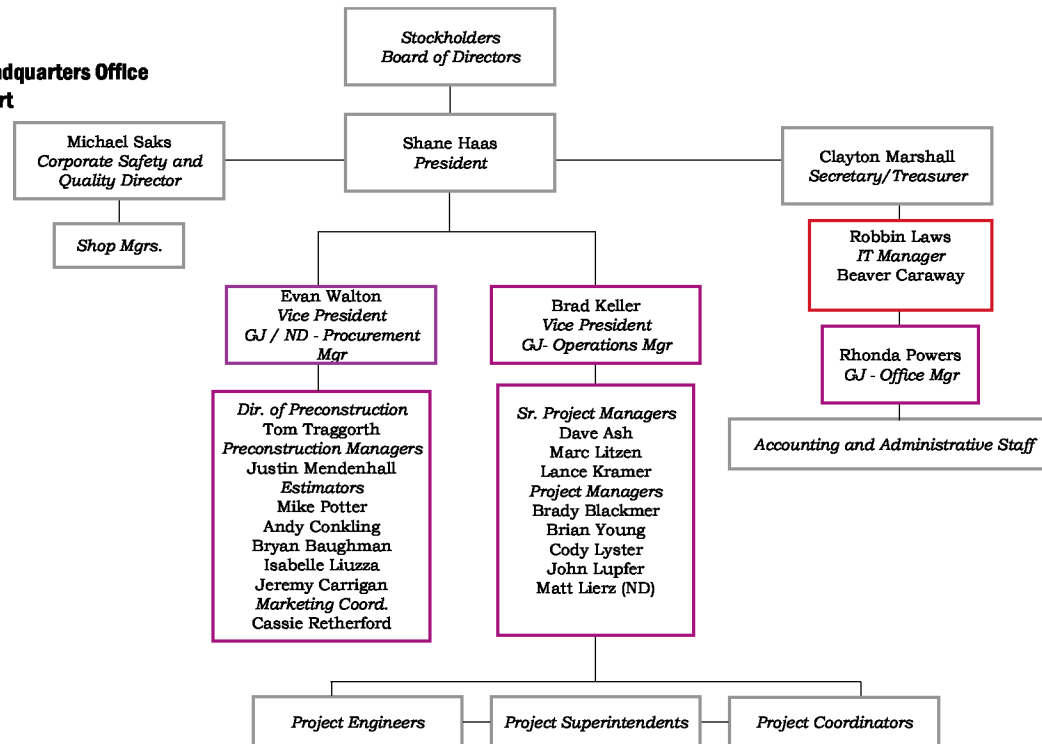
FCI Constructors is an employee-owned, Construction Manager/General Contractor, founded in Colorado, and building since 1978. FCI is experienced in constructing projects of similar type and complexity.

FCI is one of the top regional builders of municipal projects. In the past 10 years, we have completed or are currently under contract on nearly \$400 million of public safety work, as CM/GC.

Our public-work history includes a variety of facilities, such as police and fire stations, training establishments, municipal courts and justice centers, offices, fleet maintenance and detention facilities.



**Grand Junction Headquarters Office
Organizational Chart**



Qualifications/Experience/Credentials

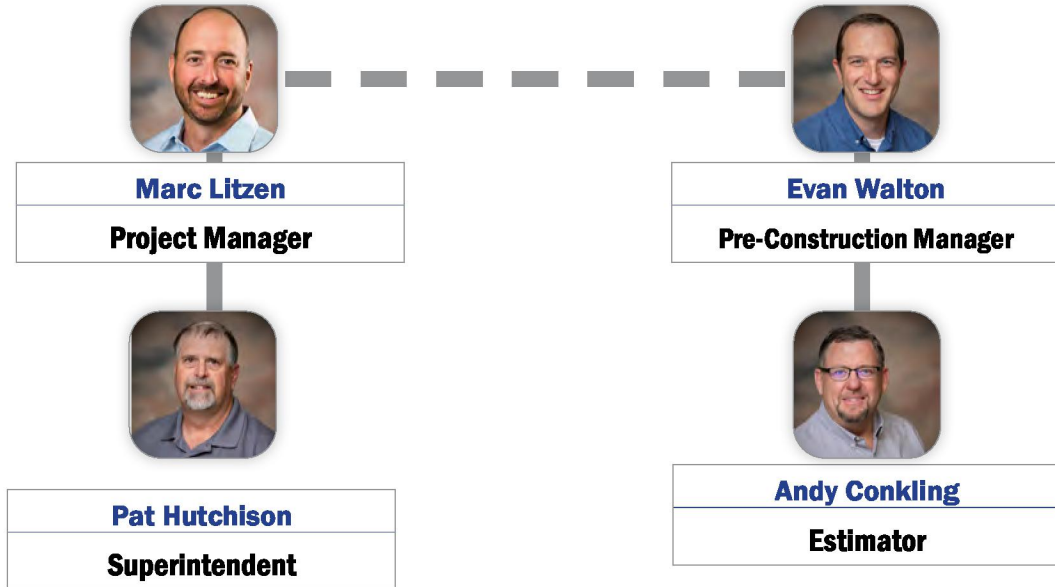
As previously mentioned, FCI’s Public Safety history includes a variety of facilities, such as fire stations, fire training establishments, police stations, municipal courts and justice centers, and detention facilities. Additionally, we have also completed highly visible projects that included multiple stakeholders.

Our proposed team members were selected due to their relevant project history, including:

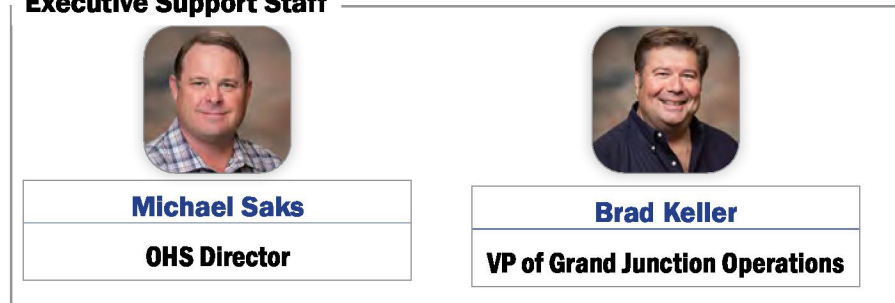
- **Projects completed with the City of Grand Junction**
- **Projects completed for Fire Protection Districts and municipalities**
- **Facilities completed for 24/7 user groups, including emergency medical services and dispatchers**
- **Community-interest projects, with public-use elements and input**
- **Work history with your architect, BG+co**

Resumes for the team are included at the end of this section, outlining specific project experience.

Organizational Chart



Executive Support Staff



“Our experience with FCI far exceeded all expectations, and we expected a great deal. From the first meeting with FCI representatives, through the interview process, pre-construction, and construction; FCI representatives performed brilliantly. There had to have been bumps along the way, but we were never aware of them. At close out, comprehensive documentation was provided that covered all aspects of the building, its systems, and components. Literally. You can be assured that should we have building projects in the future, FCI will be our first choice.”

Brit C. McLin, Former Fire Chief
Burning Mountains Fire Protection District (now Colorado River Fire Rescue)
Re: Lakota Canyon Ranch Fire Station

Qualifications/Experience/Credentials

Roles and Responsibilities



Marc Litzen, Project Manager

Marc will be the FCI Team Leader. He will oversee and direct all aspects of the project from design phase to project closeout. Marc brings his related experience to this project, and he will be responsible for total project success. To ensure this, all communication regarding the project will go through Marc. This will enable him to make sound decisions in all phases of your project, including pre-construction and construction activities, staffing and scheduling. He will coordinate and schedule weekly meetings as necessary during design and pre-construction and construction phases to make certain that all involved team members are informed as to what decisions need to be made in the time frames necessary to keep the project on track for success.



Pat Hutchison, Project Superintendent

Pat will be responsible for the physical construction of the project, including general coordination, planning and scheduling of subcontractors and FCI crews, and quality control to ensure total project success. He will be assisted by the Project Engineers as necessary. FCI Project Superintendents are designated Competent Persons and Site Safety Office s and are responsible and accountable for job site safety. They will work full-time from the field office



Evan Walton, Pre-Construction Manager

Evan will oversee the operations of the pre-construction team for this project. He will be an advocate for accuracy, transparency and budget compliance during the pre-construction phase. He will provide leadership to the entire team to ensure results and client satisfaction.



Andy Conkling, Estimator

Andy will perform all duties necessary for quantity surveys, systems analysis, constructability and material availability research to ensure the timely and accurate development of all estimates. Andy will be responsible for the final document review, budgeting, and coordination of subcontractor bids and correspondence when construction phases are approved. He will be involved during pre-construction, attend all design meetings, review all subcontracts, and ensure that transition to construction runs smoothly.

FCI Project Engineers

The Project Engineers will be responsible for the management of all contract documents, to include contract and subcontract administration, RFIs and submittal review. They will ensure that all contract documents are kept up-to-date and that all pertinent and new information is distributed and understood by the necessary trades and end users. The Engineers communicate with the Superintendents to ensure adequate resource allocation. The Project Engineers will also track material delivery dates to ensure that the project is kept on schedule.

FCI Project Coordinator

Your Coordinator is responsible for management of all paperwork throughout the project. She will ensure that communication between FCI's office and the job site, BG+co and the City of Grand Junction, consultants and subcontractors is timely and accurate.



Brad Keller - Vice President of Operations

Brad is responsible for construction operations handled from our Frederick office. He will continually monitor the project, as well as make periodic site visits to ensure FCI and subcontractor resources are properly allocated. Brad will provide support to the Project Manager as necessary to ensure Owner satisfaction and project success.



Michael Saks - EHS Director

Michael is FCI's EHS Director. He is responsible for monitoring and maintaining OSHA and Quality Assurance compliance on FCI projects. His 25+ years of experience in construction inspection, quality control and safety compliance ensure a high standard of quality and job safety on all FCI projects.

All staff members listed will be based out of our Grand Junction, CO office, or are field-based.



Marc Litzen, Project Manager

As a Project Manager Marc has completed \$420,693,124 of construction with FCI and has managed several of FCI's largest projects. He brings over twenty-seven years of construction experience with a majority of his experience being municipal facilities. Marc's resume includes the supervision of over \$400 million of municipal construction projects for local public entities such as City of Grand Junction, Colorado Department of Transportation, Colorado Department of Military and Veterans Affairs, Colorado Mesa University, and Mesa County Valley School District 51.

Highlighted Project Experience:

IN INDUSTRY: 27 YEARS
WITH FCI: 21 YEARS

EDUCATION

BS Construction Management
Kansas State University

REFERENCES

Tim Belinski, President
IND Ventures, LLC
(970) 277-1100
tbelinski@indventures.com

John Mok-Lamme
Executive Director
Karis Apartments, LLP
(970) 234-1810

Colleen Kaneda
Principal
Dynamic Program Management
(970) 390-0312

Eric Nilsen
Director of Maintenance
Mesa County Valley School
District 51
(970) 254-5233
Eric.Nilsen@d51schools.org

City of Grand Junction Fire Station No. 3 Replacement



Department of Military & Veterans Affairs Field Maintenance Shop #3



Lincoln Park & Stocker Stadium Improvements



- **City of Grand Junction Fire Station No. 3 Replacement - Grand Junction, CO [\$4,570,069]**
- **Department of Military & Veterans Affairs Field Maintenance Shop #3 - Grand Junction, CO [\$5,589,161]**
- **Lincoln Park Stadium Improvements- Grand Junction, CO [\$9,445,953]**
- Mesa County Valley School District New Orchard Mesa Middle School - Grand Junction, CO [\$34,607,276]
- Mesa County Workforce Center- Grand Junction, CO [\$5,820,158]
- Timberline Bank Headquarters - Grand Junction, CO [\$17,736,651]
- The Laurel House / Karis Apartments - Grand Junction, CO [\$5,686,973]
- Colorado Department of Military & Veterans Affairs Medical Center Parking Structure - Grand Junction, CO [\$6,709,311]
- Colorado Army National Guard Grand Junction Readiness Center- Grand Junction, CO [\$10,932,768]
- MCVSD Central High School Addition/Renovation - Grand Junction, CO [\$3,799,749]
- First Presbyterian Church Addition/Renovation - Grand Junction, CO [\$2,987,322]
- Mesa County Medical Clinic Renovation - Grand Junction, CO [\$600,000]
- Summit High School Additions and Renovations - Breckenridge, CO [\$23,712,461]
- Art Dague Municipal Pool Renovation - Rifle, CO [\$5,967,425]



Pat Hutchison, Project Superintendent

Pat came to FCI in 2010 with 23 years of construction experience. We selected Pat as the Superintendent for the Grand Junction Fire Station No. 8 because of his success in completing projects for the City of Grand Junction. Pat completed both the Avalon Theatre Addition and Renovation as well as the Lincoln Park Stadium Improvements where Pat was inducted into "Homerun Alley" where he was recognized for his hard work and dedication on the project. In addition, Marc and Pat have an extensive relationship completing projects together. They completed the \$34 million new Orchard Mesa Middle School last year and the Lincoln Park Stadium Improvements in 2012.

Highlighted Project Experience:

Avalon Theatre Addition & Renovation Grand Junction, CO



Lincoln Park Stadium Improvements Grand Junction, CO *with Marc Litzen



New Orchard Mesa Middle School Grand Junction, CO *with Marc Litzen



- Mesa County Valley New Orchard Mesa Middle School - Grand Junction, CO [\$34,607,276]
- Minds Springs Health West Springs Hospital - Grand Junction, CO [\$25,819,508]
- Avalon Theatre Addition & Renovation - Grand Junction, CO [\$8,027,948]
- Colorado Mesa University Tomlinson Library - Grand Junction, CO [\$22,018,280]
- Lincoln Park Stadium Improvements - Grand Junction, CO [\$9,445,953]
- Colorado Mesa University Houston Hall Renovation - Grand Junction, CO [\$10,752,932]
- Eagle Valley High School Add/Renovation - Gypsum, CO [\$25,100,345]
- EmTech Cold Storage Office - Grand Junction, CO [\$1,488,634]
- Fruita Community Center & Mesa County Library - Fruita, CO [\$11,812,313]
- GCSD16 - Transportation and Maintenance Building - Parachute, CO [\$4,211,915]
- GRH E. Dene Moore Ceiling MEP Repair - Rifle, CO [\$109,733]
- Gateway Canyons - Palisade Casitas - Gateway, CO [\$11,177,222]
- Halliburton White River City Ranch - Meeker, CO [\$8,314,334]
- Jerry's Outdoor Sports - Grand Junction, CO [\$706,351]
- Primary Care Partners - PT Remodel - Grand Junction, CO [\$161,162]

IN INDUSTRY: 34 YEARS
WITH FCI: 11 YEARS

EDUCATION

OSHA 10-Hour
OSHA 30- Hour

REFERENCES

Eric Nilsen
Director of Maintenance
Mesa Count Valley School
District 51
(970) 254-5233
Eric.Nilsen@d51schools.org

Kim Boe
Executive Vice President
Mind Springs Health
(970) 241-6023
kboe@westspringshospital.org

Nathan Williamson
Facilities Director
SCL Health, St. Mary's Hospital
(970) 244-1950
nathan.williamson@sclhealth.com

A. Cover Letter

B. Qualifications/
Experience/
Credentials

C. Strategy &
Implementation Plan

D. Current &
Anticipated Workload

E. Capability /
Performance

F. Bonding Capacity

G. References

H. Fee Proposal



Andy Conkling, Estimator

As estimator, Andy will manage the estimates for the Fire Station No. 8 project. His primary responsibility will be to coordinate a procurement strategy that meets your project goals. Andy will oversee the quantity take-offs, pricing, bid analysis, value engineering and research performed by FCI's estimating staff to ensure accurate estimates throughout the pre-construction process.

Highlighted Project Experience:

IN INDUSTRY: 22 YEARS

WITH FCI: 14 YEARS

EDUCATION

B.A. Construction Science & Management
Purdue University

REFERENCES

Eric Tschertter, AIA
Chamberlin Architects
(970) 242-6804
etscherter@chamberlinarchitects.com

Greg Linza
Mesa County Facilities
Parks & Fairgrounds Director
(970) 244-3232
greg.linza@mesacounty.us

Cathy Story
Senior Director
Hilltop Community Services
(970) 242-4400
cathys@htop.org

City of Grand Junction Fire Station No. 3 Replacement, Grand Junction, CO



City of Grand Junction Fire Station No. 6 Grand Junction, CO



Two Rivers Convention Center Renovation Grand Junction, CO



- **City of Grand Junction Fire Station No. 3 Replacement - Grand Junction, CO [\$4,570,069]**
- **City of Grand Junction Fire Station No. 6 - Grand Junction, CO [\$3,985,527]**
- **Two Rivers Convention Center Renovation - Gran Junction, CO [6,500,000]**
- Art Dagne Rifle Municipal Pool Renovation- Rife, CO [\$6,060,000]
- Two10 at Eagle Ranch - Eagle, CO [\$7,876,890]
- Hilltop Common Sage IV - Grand Junction, CO [\$4,398,296]
- Grand River Health Phase 2A Pharmacy - Rifle, CO [\$1,254,139]
- Community Hospital Cath Lab Renovation - Grand Junction, CO [\$4,255,866]
- Willits Block 11 Apartments - Basalt, CO [\$7,881,000]
- Grand Junction Regional Airport 3rd Floor Office Renovation - Grand Junction, CO [\$430,000]
- Montrose Memorial Hospital - Montrose, CO [\$1,045,000]
- Hilltop Fountains Dining Expansion - Grand Junction, CO [\$1,500,293]
- Red Canyon Medical Clinic - Grand Junction, CO [\$421,000]
- Clifton Water Administration Addition - Clifton, CO [\$1,040,814]

Strategy and Implementation Plan

Describe your firm's proposed CM/GC management strategy and/or plan for achieving the objectives of the RFP. Provide examples of control systems you propose to use in the execution of this project: Cost

Our Approach to Your Project:

FCI is uniquely positioned to provide the best value for Station 8. Our recent completion of Station 6 and the in-progress construction of Station 3 allow us to provide the City and Fire Department the most current information on cost and availability of materials. The current construction market is providing many challenges with supply chain and material pricing. With station 8 being very similar to design of the previous two projects we can focus on the critical scope items to ensure accurate budgets are developed and realistic material delivery times are incorporated into the schedule. Of most critical concern to schedule and start date is the procurement of steel bar joists and metal decking that make up the roof structure over the apparatus bays, shop, gear, and fitness rooms. Within the attached schedule under the heading "Submittals & Material Delivery" we are showing a duration of 30 working days to develop steel shop drawings and 180 working days to order, fabricate, and ship the structural steel components for the project. Working on the assumption that we may not release the bar joists and metal decking for fabrication until the GMP is given formal approval by City Council on 12/01/21, delivery is not anticipated until August of 2022. The impact of bar joists and metal deck have a direct impact on the start and finish of the project. FCI understands that the included schedule does not align with the dates published in addendum #1. FCI is proposing a construction start of March 29, 2022 and a completion date of December 15, 2022. These start and finish dates are dictated by the 9.5 month duration to obtain structural steel and the formal approval of the GMP by City Council on 12/1.

In searching for alternatives to better align with the schedule FCI would like to discuss the following options with the City, Fire Department and Design Team.

- An alternative approach to estimating. Provided that FCI has recently estimated Station 3 and that Station 8 is very similar we would recommend to the Team performing a single estimate upon completion of the CD Drawings. This would allow the Design Team to expedite completion of the documents.
- Provide an early procurement package for only structural steel. FCI would like to discuss an option for the Design Team to confirm the steel scope prior to complete drawings. We would then be able to place a purchase order for the bar joists and metal deck and "get our place in line" with the supplier. The enclosed schedule demonstrates the release of steel fabrication after the 12/01/21 Council approval.
- Suggest that the GMP be provided to City Council at the November meeting, rather than the December meeting as provided in addendum #1.

While the structural steel package presents the most challenge other scopes such as overhead doors, generator, and roof insulation are also presenting supply chain challenges. However, given the long duration of the structural steel lead time, these other supply chain challenges do not impact the critical path at this time.

Cost/Schedule Control During Pre-Construction Pricing the Gray Areas

We will begin the road to a successful GMP by developing a highly detailed baseline budget estimate based upon our knowledge of the past and currently in

progress fire stations. In choosing the CM/GC method for this project, the City can maintain more control over budget and schedule prior to ground-breaking. As your CM/GC, FCI makes certain that we are on track to meeting budget goals from the start of our work. This means including reasonably-inferable elements into the cost estimates, even if they're not shown in the drawings, to avoid unexpected overruns.

Guaranteed Maximum Price (GMP)

The GMP will be prepared per the direction of the City and will be validated by vendor and subcontractor pricing to the greatest extent possible. The GMP delivered by FCI will be fully open with takeoffs and subcontractor bids. It will be clear, concise, and easy to follow from subcontractor bid to GMP line item. Our fees and labor are easily identifiable. Every GMP subcontractor bid is a public document and each will be turned over to the City as proof of accountability.



The FCI team will take the opportunity to facilitate pull-planning sessions both during the pre-construction process and during construction with our subcontractors. This scheduling and resource-planning process is used to ensure complete collaborative understanding among all trades of the expectations of the design and then the smooth progression through all phases of work in the field.

Strategy and Implementation Plan

Project Schedule

At the end of this section, we have included a project schedule for Fire Station No. 8. This schedule details our firm's implementation plan and provides an estimate of time commitments for the requirements to complete this project on schedule.

Schedule Control During Construction

In order to update and maintain the attached, 'Master Project Schedule', 'Three Week Short Interval' schedules are prepared by the Superintendent for weekly subcontractor coordination meetings. Short interval schedules enable our Subcontractors to be certain of start and finish dates, permitting them to manage their resources effectively.

Project schedules are updated monthly by entering actual start and finish dates, as well as percentage of work completed, per activity, and then recalculating the schedule. Continual monitoring of actual progress relative to planned progress allows FCI to assess potential and actual impacts to the schedule and to determine necessary corrections.

Cost Control During Construction

Accurate and timely cost control data is critical in maintaining the project budget. FCI has realized steady, consistent growth due to our ability to track costs accurately. The following is a brief outline

Schedule Control During Construction

FCI's project schedule control system begins with the Project Manager and Superintendents' analysis of the scope of work to be completed. This analysis allows FCI to obtain a clear understanding of each portion of the project, which leads to a list of all necessary pre-construction and construction activities.

After these activities are identified, they are linked using predecessor-successor relationships. The final stage in system development involves processing all relevant information in FCI's Primavera Professional (P6) scheduling management software to produce a Critical Path Method (CPM) schedule. The CPM schedule allows us to isolate the essential project work per week and to make sure that non-essential items do not interfere with essential items. P6 is highly sophisticated, yet easy to understand, and has vast capability in project development, display and management layouts.

In addition to the CPM schedule, 'Three Week Short Interval' schedules are prepared by the Superintendent for weekly subcontractor coordination meetings. Short interval schedules enable our Subcontractors to be certain of start and finish dates, permitting them to manage their resources effectively.

Project schedules are updated monthly by entering actual start and finish dates, as well as percentage of work completed, per activity, and then recalculating the schedule. Continual monitoring of actual progress relative to planned progress allows FCI to assess potential and actual impacts to the schedule and to determine necessary corrections.

Cost Control During Construction

Accurate and timely cost control data is critical in maintaining the project budget. FCI has realized steady, consistent growth due to our ability to track costs accurately. The following is a brief outline



City of Palisade Fire Station - Palisade, CO

The Palisade Fire station is 20,511 SF that used a creative mix of new construction and adaptive remodeling of part of the former Palisade High School complex. This fire bay fire station has high ceilings, new fixtures, energy efficient lighting and a new HVAC system. There are new crew quarters and office space including an appointed living space with a large kitchen, comfortable living area with a television, crew quarters and a training/hose tower. The rooms are reserved for quick decontamination, equipment storage, a library and study, record keeping, office space for the Fire and EMS Chiefs and even a new City Council Room. There is also the new infrastructure to accommodate the Police station for the next phase of construction. During construction the project benefited from proper evaluation of the existing mechanical and electrical systems to reuse equipment that was in good working condition and just needed maintenance. This station project was a combined effort of the Town of Palisade and the Palisade Rural Fire District. The first phase was completed by FCI Constructors in 2011 which included the renovation and restoration of the old High School's gymnasium into the new Civic Center. Huge cost savings to the Owner was recognized on this project and utilized in the second phase of construction. By renovating the existing old High School instead of constructing a new facility from the ground up, the Town and the Fire Department saved a total of \$2.2 million. **The project was completed under budget and ahead of schedule.**

Strategy and Implementation Plan

Quality Control During Construction

Our construction quality assurance/quality control program is designed to:

- Provide supervision, inspection, and testing of all items of work, including that of suppliers and subcontractors
- Ensure compliance with the requirements of the technical specifications and drawings for their projects

Quality assurance and quality control initially starts in design/pre-construction with the pre-qualification of subcontractors that can meet or exceed quality expectations.

It is our team's intent to apply this comprehensive program, tailored to your project, as a guide for our field forces to ensure that all work performed on your project conforms to the requirements of your program, agreed upon specifications, as well as project objectives.

To deliver a quality product for the Safety and Preparedness project, we will develop a project specific Quality Control/Quality Assurance (QA/QC) program to adhere to throughout the project from the pre-construction phase through the warranty period. See the following page for a summarized timeline for construction quality control.

One of the fundamental principals at FCI is to provide the highest quality product for our clients. In order to make this philosophy a reality, we:

- Hire qualified individuals
- Instill fundamental principles among our own employees
- Retain and promote the most dedicated employees
- Emphasize the importance of quality control in training
- Partner with competent and qualified subcontractors

Your QA/QC team

For your project, Marc Litzen, FCI Project Manager will take on the QA/QC Manager role, while Pat Hutchison, FCI Project Superintendent, will act as Project Quality Control Supervisor in the field.

The QC Representative will report to and receive his authority directly from the Project Manager and EHS Director. The QC Representative will perform preparatory and initial inspections, and will also implement written procedures and instructions in this plan

Upon subcontract award, Andy Conkling, Estimator, Marc Litzen, Project Manager, and Pat Hutchison, Project Superintendent, will hold individual pre-award and pre-construction conferences with the project manager and supervising foremen from each of the major subcontractors prior to the commencement of their work.

Quality Assurance Representative

Marc Litzen, Project Manager will function as the Quality Assurance (QA) Representative. The QA Representative is responsible for verification that the Quality Control Program is being implemented. The QA Representative will be in daily contact with the QC Representative throughout the duration of the project.



EHS Director



**Project Manager /
Quality Assurance
Rep.**



**Superintendent/
Quality Control
Rep**

Strategy and Implementation Plan

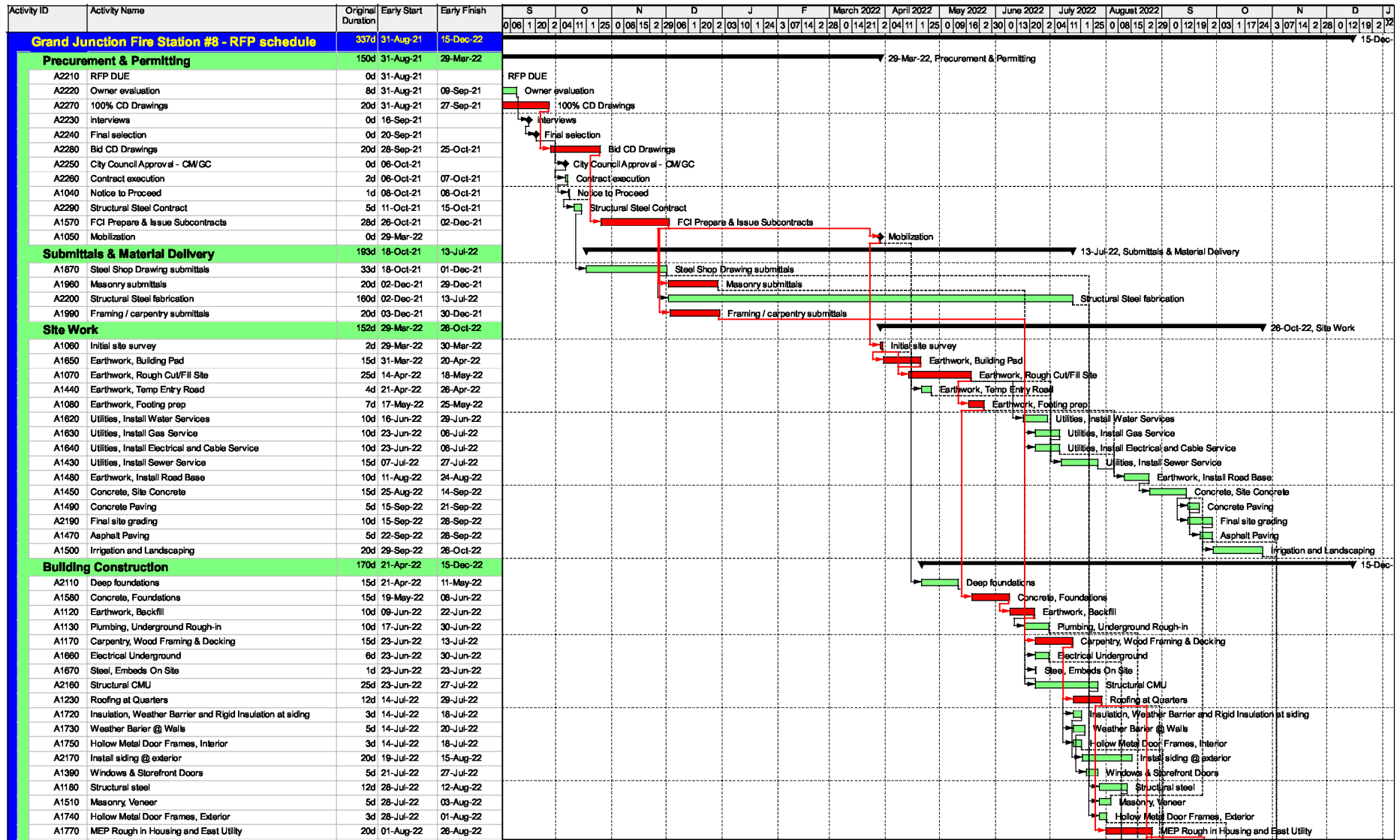
Community Involvement

We understand how important Public Safety is for our communities. It can be very difficult to get new funding for these uses, and when you do, it is even more important to keep these funds in the community with local subcontractors and suppliers building your station. FCI is no stranger to this process and has experience in providing this same effort in several local communities with new fire stations. We want to ensure that the City of Grand Junction gets the best value and we will pre-qualify all of the subcontractors that plan to propose on your station, with an emphasis on local businesses. FCI will host meetings to promote interest in the subcontracting community and help get subs pre-qualified. Once construction is complete, we will offer guided tours for the community, allowing citizens a chance to see first hand the hard work that goes into their facilities. FCI will participate in project groundbreaking and dedication ceremonies to further involve the community in their new station.



City of Grand Junction Fire Station No. 3 Ground Breaking Ceremony

Schedule



A. Cover Letter

B. Qualifications/
Experience/
Credentials

C. Strategy &
Implementation Plan

D. Current &
Anticipated Workload

E. Capability /
Performance

F. Bonding Capacity

G. References

H. Fee Proposal

Current & Anticipated Workload

Grand Junction Office Workload:
Active Jobs Under Contract - 125
Total Billed to-date (April-July) - \$192,000,000
Amount to complete - \$355,000,000

Marc Litzen Current Projects / Workload Capacity:

Marc is currently managing the City of Grand Junction Fire Station No. 3 to be completed in May 2022, the Grand Junction Coop Housing Project to be completed in November of 2022 and the Family Health West 2nd Floor MOB Tenant Finish to be completed next month. Marc has the workload capacity to manage the City of Grand Junction Fire Station No. 8 and will dedicated the required time to successfully manage this project.

Pat Hutchison Current Projects / Workload Capacity:

Pat is currently assisting in the construction of the St. Mary's Hospital Pharmacy and Lab project. Should FCI be awarded this project, Pat will be available to assist in preconstruction and will be onsite full time once construction commences.

Andy Conkling, Estimator / Workload Capacity:

Andy is currently providing pre-construction services for the Milestone Health Clinic and the River Valley Family Health Clinic to be completed mid-September.

FCI and your project team has the available workload capacity ot expertly manage this project. Your project team will dedicate the necessary and required time throughout all stages of this project to deliver this project on schedule.

Your team's history includes new buildings for Fire Districts throughout the Western Slope:



City of Grand Junction Fire Station No. 3



City of Grand Junction Fire Station No. 6



Orchard Mesa Fire Station No.4



Palisade Fire Station



Redlands Fire Station No. 5



Roaring Fork Fire District Station No. 45



BRFPD Basalt Fire Station #41

Firefighter Home-Away-From-Home

Your fire station is a home away from home for your firefighters and FCI knows how important little things can be when it comes to this. FCI will work closely with BG+co and the City of Grand Junction and the firefighters to provide options. We will use a wish list process, working with end users to make sure necessary elements are incorporated into the project. We will listen and provide recommendations or solutions to items that are brought up by the end-users of this facility.



Prior Project Experience / Success

- ✓ CM/GC
- ✓ PUBLIC SAFETY
- ✓ NEW CONSTRUCTION
- ✓ SIMILAR SIZE
- ✓ SUSTAINABLE DESIGN/CONSTRUCTION



City of Grand Junction Fire Station No. 6 - Grand Junction, CO

A new 8,500 SF fire station, capable of housing three or four pieces of fire equipment including an engine and ambulance. The project was constructed throughout stay-at-home orders due to the COVID pandemic which presented manpower, quarantine and supply chain hurdles to overcome. Throughout all of these challenges, the FCI team delivered the project on time and within budget.



Project Information:

SD = 3,985,527
DD/ GMP = \$3,825,201

Original / Actual Construction Completion Date:
 / November 2020

Final Contract Amount: \$3,750,578

Change Orders: 4: Cost savings returned to Owner = \$74,623

Contract Type: CM/GC

Project Square Footage: 10,056 SF

Owner:
 Grand Junction Fire Department
 Matt Carson, Battalion Chief
 (970) 549-5871

Architect:
 Chamberlin Architects
 Jonathan West
 (970) 242-6804

Prior Project Experience/Success

- ✓ CM/GC
- ✓ PUBLIC SAFETY
- ✓ NEW CONSTRUCTION
- ✓ SIMILAR SIZE
- ✓ SUSTAINABLE DESIGN/CONSTRUCTION



City of Grand Junction Orchard Mesa Fire Station No. 4 - Grand Junction, CO

FCI was the CM/GC for the new construction of the Orchard Mesa Fire Station No.4. This 9,335 SF new 3-bay fire station was constructed with masonry walls with steel roof trusses for the apparatus bay. The fire station houses a kitchen, workout facility, administrative offices and storage rooms. Special systems installed is a alerting system that interfaces with several building components with the ability to shut off gas and power service to stove and mitigate fire danger. In addition, overhead bay doors automatically open when a call is received, improves the departments response time.



Project Information:

SD = Estimate not requested
DD = \$2,745,030
50% - CD = \$2,625,770
GMP = \$2,576,500

Original / Actual Start Date:
 April 2015 / April 2015

Original / Actual Construction Completion Date: January 2016 / January 31, 2016

Final Contract Amount:
 \$2,508,877

Final Change Order to Reduce GMP to final cost (-\$55,240)

Project Square Footage: 9,335

Owner:

Ken Watkins
 Fire Chief
 City of Grand Junction Fire
 (970) 549-5800
 kenw@ci.grandjct.co.us

Architect:

Jonathon West, AIA
 Chamberlin Architects
 (970) 242-6804
 jwest@chamberlinarchitects.com

Prior Project Experience / Success

- ✓ CM/GC
- ✓ FIRE STATION
- ✓ NEW CONSTRUCTION
- ✓ SIMILAR SIZE
- ✓ SUSTAINABLE DESIGN/CONSTRUCTION



Project Information:

SD = \$12,481,652
DD = \$12,578,370
GMP = \$12,968,218

Total Change Orders: 14
Final Project Cost
 \$15,093,740

Start of Construction: April 2017

Contractual Substantial Completion Date: August 2018

Actual Completion Date: November 2018

Project Square Footage: 22,000 / 4-story

Client Reference
 Scott Thompson
 Fire Chief
 Snowmass Wildcat Fire Protection District
 970-923-2212

Architect Reference
 Ryan Hoffner
 Charles Cunniffe Architects
 970-925-5590

Roaring Fork Fire Station No. 45, Snowmass Village, CO

This project consisted of the demolition of the existing 22,000 SF fire station and the construction of a new state-of-the-art 30,000 SF, 4-story fire station. The new station has seven bays for housing apparatus, a command room, kitchen and day rooms, a training tower, seven soundproof bedrooms for the firefighters, six studio apartments as part of the district's employee-housing requirement and resident training program, a 600 SF workout facility, a lobby and a reception area. Despite a massive local wildfire that devastated the area over the summer of construction as well as soil complications that caused delays in the project, FCI completed the fire station one month ahead of schedule.



Prior Project Experience / Success

- ✓ CM/GC
- ✓ PUBLIC SAFETY
- ✓ NEW CONSTRUCTION
- ✓ SIMILAR SIZE
- ✓ SUSTAINABLE DESIGN/CONSTRUCTION



Pitkin County Ambulance Facility - Aspen, CO

The Aspen Ambulance District Facility is a 13,000 SF two story facility which houses all operations for the Ambulance District. The first story space consists of six large apparatus bay for ambulances and other operations vehicles. Additional rooms on the main level include a training room, decontamination room, ready room and medical storage. The second story living quarters consist of bunk rooms, offices, conference rooms, mechanical / IT rooms, kitchen / day room area and outdoor patio. Site work around the building consisted of cast in place retaining walls, hard-scape walking surfaces and landscaping.



Project Information:

SD = \$6,446,295
DD = \$6,411,801
GMP = \$6,917,623
Total Change Orders: 10
Final Project Cost:
 \$7,119,447

Start of Construction: July 2018

Contractual Substantial Completion Date: September 2019

Actual Completion Date: September 2019

Project Square Footage: 13,000 / 2-Story

Client Reference
 Gabe Muething
 District Director
 Aspen Ambulance District
 (970) 544-1580

Architect Reference
 Daniel Gartner
 Chamberlin Architects
 (970) 242-6804

Prior Project Experience / Success

- ✓ CM/GC
- ✓ CITY OF GRAND JUNCTION
- ✓ MUNICIPAL CONSTRUCTION
- ✓ SIMILAR COST
- ✓ PUBLIC INTEREST AND INVOLVEMENT



Two Rivers Convention Center - Grand Junction, CO

FCI was the CM/GC for the remodel and renovation of the Two Rivers Convention Center. The scope of work included a new back of house corridor for staff access during events, construction of new service elevator, complete gut and remodel of convention center main ballroom, all bathrooms, main corridor and lower level storage area. System upgrades included the mechanical system, security system, lighting and lighting control upgrades.

The majority of the project was completed while the convention center was in operation. Only during the final few months of the project was the facility essentially closed to allow the remainder of the renovation work within the building to be completed. The project had to be completed by the Tour of the Moon bike event at the end of September, which was achieved by our Team.

Our team also had to overcome life safety challenges and egress challenges associated with performing construction renovation inside an occupied building. The team developed a detailed plan early on within the project with the City of Grand Junction and the Grand Junction Fire Department to allow events to still be held, but also allow our Team to get the work done as required to meet our schedule.



Project Information:

SD = \$6,581,782
DD = \$6,849,527
GMP = \$6,223,000

Total Change Orders: 7

Final Project Cost
 \$6,027,835

Start of Construction:
 February 2019
Contractual Substantial Completion Date: November 2019

Actual Completion Date:
 October 2019

Project Square Footage:
 33,998 SF

Client Reference
 Jay Valentine, Director of General Services
 City of Grand Junction
 (970) 244-1517

Architect Reference
 Daniel Gartner,
 Chamberlin Architects,
 (970) 242-6804

Additional Fire Station Experience

FCI has completed **75 Fire Station projects** across five states totaling **\$253,473,154** of construction. Here is a list of fire station projects we have completed in the last ten years:

Project Name:	Location:	Construction Cost:
Cheyenne Public Safety Building	Cheyenne, WY	\$20,481,882
Platteville Fire Station No. 1	Platteville, CO	\$11,596,429
City of Phoenix Fire Dispatch Center	Phoenix, A	\$8,926,300
Queen Creek Fire Station #4	Queen Creek, AZ	\$5,931,023
Gilbert Fire Station #7	Gilbert, AZ	\$4,409,609
Verrado Fire Station No. 3	Buckeye, AZ	\$4,133,931
Mesa Fire and Medical Station #203	Mesa, AZ	\$3,717,845
Gilcrest Fire Station Addition/Renovation	Gilcrest, CO	\$3,427,637
BRFPD Basalt Fire Station #41 Addition/Renovation	Basalt, CO	\$2,280,697
Arvada Fire Station No. 2	Arvada, CO	\$1,992,473
Palisade - Fire Station & Trustee Meeting Room	Palisade, CO	\$1,784,805
Avondale NW Public Safety Facility Fire Build Out	Avondale, AZ	\$1,730,294
Clifton Fire Station Repairs	Clifton, CO	\$192,949
City & County of Denver - Fire Stations 1, 2, 15 Bath Repairs	Denver, CO	\$42,498
Queen Creek Fire Station #3	Queen Creek, AZ	\$4,009,533
Chief D.N. Pearce Fire Station #575	Maricopa, AZ	\$2,835,957
Rist Canyon Fire Station Re-Build (Volunteer Project)	Bellvue, CO	N/A
Mesa Fire Station No. 220	Mesa, AZ	\$4,038,040
El Mirage Fire Station & Fire Admin Building	El Mirage, AZ	\$3,180,491
Gallup East Side Fire Station	Gallup, NM	\$1,438,772
Glendale Fire Station #152	Glendale, AZ	\$1,183,646
Williston Fire Station No 1	Williston, ND	\$1,761,430
Pinetop Fire Station No. 110 Carpet Replacement	Pinetop, AZ	\$43,560



Platteville Fire Station No. 1



City of Phoenix Fire Dispatch Center



Basalt Fire Station No. 41

Bonding Capacity

BONDING LETTER



UNDERSTAND. SERVICE. INNOVATE.

July 29, 2021

Duane Hoff Jr.
Senior Buyer
City of Grand Junction
duaneh@qjcity.org

Re: FCI Constructors, Inc
Project: City of Grand Junction Fire Station No. 8
Budget: \$4,500,000

Dear Duane Hoff Jr.:

Our agency services the Surety Program for FCI Constructors, Inc. We are personally acquainted with Mr. Shane Haas, President of FCI Constructors, Inc. and we have found him to be an individual of high character and integrity. FCI Constructors, Inc. is one of the premier construction firms in the Rocky Mountain Area and has been doing business with USI since 2004. In the time that our firm has done business with FCI, there have been no adverse bond claims on record. FCI has always handled themselves with the utmost professionalism and integrity.

Surety bonds for FCI Constructors, Inc. have been written through the Western Surety Company since 1989. Due to the strong financial strength of this organization we are willing to give consideration to projects in excess of \$150,000,000 and an aggregate capacity in excess of \$750,000,000. This is merely a working parameter and does not constitute maximum bond capacity. Western Surety Company is listed in the most recent issue of the Federal Register, Circular 570, and US Treasury Department and possesses a current Best rating of A and XIV. Western Surety Company is also licensed to conduct business in the State of Colorado.

We understand that FCI Constructors, Inc. will be submitting a proposal on the project referenced above. The addition of your project to FCI Constructors work program will not affect their bond capacity. Currently, FCI is utilizing around \$300,000,000 of their bond capacity, leaving more than \$450,000,000 in available bond capacity for additional projects.

FCI Constructors, Inc. has an excellent reputation and experience in providing input on value engineering options to optimize construction quality and cost effectiveness within a specified budget. Other considerations within FCI's area of expertise are project scheduling and the integrity of all design alternatives.

Should FCI be awarded the contract on the above project, we anticipate being able to provide bonds in the amount of 100% of the contract sum. Our approval of any bond requests would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

We strongly recommend FCI Constructors, Inc. to you and if you should need any additional information or services, please advise at your convenience.

Sincerely,



Cory A. Clauss
Vice President – Surety
303-831-5218

Legal Disputes & Litigation History

FCI has never been involved in any project where delay claims or liquidated damages were assessed and there have never been any court or arbitration judgments on any of our projects. In addition, there have never been any administrative proceedings or hearings before any government or regulatory agencies, including the Occupational Safety and Health Administration (OSHA) and Internal Revenue Service (IRS), nor have there been any significant claims by any Owner on recent projects completed or under construction.

In the history of FCI Constructors there have been no bankruptcy, litigation or arbitration proceedings in which the firm has been involved, and our bonding company has never had to act on our behalf.



In 2012, the High Park Fire destroyed 259 homes and one fire station in Rist Canyon. The volunteer fire protection district was overcome by 87,200 acres of burning forest, and a lowered ability to serve the area with the loss of their Fire Station #4. With no revenues, and only grant funding, the district needed help to rebuild the station. Completed in summer of 2015, FCI and over 30 subcontractors and vendors volunteered time and materials to make the replacement station a reality. FCI's project superintendent was even named an honorary volunteer firefighter for RCVFD!

"The RCVFD fire fighters, medical responders and the entire community are grateful and appreciative of your full donation and finishing of the rebuild of Fire Station #4, after the loss to the High Park Fire."

Mike Thompson, Board President - Rist Canyon Volunteer Fire District

References

Project / Client Name:	Grand Junction Fire Department - Fire Station No. 6
Reference Name:	Matt Carson
Title:	Battalion Chief
Phone Number:	(970) 549-5871
Email Address:	mcarson@gjcity.org
Service Description:	Pre-construction and construction services for the new Grand Junction Fire Station No. 6.
Other Request Project Info:	Please reference Project Experience Section.

Project / Client Name:	Grand Junction Fire Department - Orchard Mesa Fire Station No. 4
Reference Name:	Ken Watkins
Title:	Fire Chief
Phone Number:	(970) 549-5800
Email Address:	kenw@ci.grandjct.co.us
Service Description:	Pre-construction and construction services for the new Grand Junction Fire Station No. 4.
Other Request Project Info:	Please reference the Project Experience Section.

Project / Client Name:	City of Grand Junction Two Rivers Convention Center Remodel
Reference Name:	Jay Valentine
Title:	General Services Director
Phone Number:	(970) 244-1517
Email Address:	jvalentine@ci.grandjct.co.us
Service Description:	Pre-construction and construction services for the remodel of the Two Rivers Convention Center
Other Request Project Info:	Please reference the Project Experience Section.

Client Name:	Roaring Fork Fire Rescue Authority
Reference Name:	Scott Thompson
Title:	Fire Chief
Phone Number:	970-340-7040
Email Address:	sthompson@roaringforkfire.or
Service Description:	Pre-construction and construction services for the new Roaring Fork Fire Station No. 45.
Other Request Project Info:	Please reference Project Experience Section.

Project / Client Name:	Pitkin County / Aspen Ambulance District Ambulance Facility
Reference Name:	Gabe Muething
Title:	District Director
Phone Number:	(970) 544-1580
Email Address:	gabe.muething@pitkincounty.com
Service Description:	Pre-construction and construction services for the new Aspen Ambulance Facility.
Other Request Project Info:	Please reference the Project Experience Section.

Solicitation Response Form

SECTION 7.0: SOLICITATION RESPONSE FORM

Bid Date: 8/31/21

Project: RFP-4933-21-DH "City of Grand Junction Fire Station #8 CM/GC"

Bidding Company: FCI CONSTRUCTORS, INC

Name of Authorized Agent: SHANE HAAS

Email: SHAAS@FCIOL.COM

Telephone: 970-434-9093 **Address:** 3070 I-70 B, BLDG A

City: GRAND JUNCTION **State:** CO **Zip:** 81504

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

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 1

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

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

Company: FCI CONSTRUCTORS, INC

Authorized Signature: SHANE HAAS

Title: PRESIDENT

COST/PRICING PROPOSAL FORM
RFP-4933-21-DH "City of Grand Junction Fire Station #8 CM/GC"

Date: 8/31/21

CM/GC Cost/Pricing proposal shall be based upon a \$4,600,000 construction budget.

1. CM/GC Pre-Construction Services Fee	\$ <u>Included at no cost</u>
2. CM/GC Construction Services Fee (OH&P)	% <u>4</u> \$ <u>184,000</u>
<i>(provide in both % and \$)</i>	
3. General Conditions (NTE)	\$ <u>289,000</u>
Total CM/GC Fee	\$ <u>473,000</u>

Total CM/GC Fee Written:

FOUR HUNDRED SEVENTY THREE THOUSAND DOLLARS

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

Company: FCI CONSTRUCTORS, INC

Authorized Signature: SHANE HAAS

Title: PRESIDENT

Fees & General Conditions



City of Grand Junction
 FIRE STATION #8
 RFP RESPONSE
 August 31, 2021

DIV 1: GENERAL CONDITIONS											
DESCRIPTION	QUANTITY	UNIT	PRICE	MATERIAL	MATERIAL TAX	PRICE	EQUIP/SUB	PRICE	LABOR	LABOR BURDEN	TOTAL
ONSITE MANAGEMENT											
PROJECT MANAGER	11	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,480.00	\$ 51,391.30	included	\$ 50,526.30
SUPERINTENDENT	35	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,080.00	\$ 141,826.63	included	\$ 141,826.63
PROJECT ENGINEER	17	WK	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,280.00	\$ 57,008.74	included	\$ 57,008.74
TEMPORARY FACILITIES											
TEMP FENCE	1,000	LF	\$ 1.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1.50	\$ 1,500.00	\$ 1,020.00	\$ 3,520.00
STORAGE VAN - RENT	8.0	MO	\$ 225.00	\$ 1,799.78	\$ -	MOB IN/OUT \$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ 2,299.78
OFFICE TRAILER	8.0	MO	\$ 450.00	\$ 3,599.56	\$ -	MOB IN/OUT \$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ 4,599.56
TEMP POWER	8.0	MO	\$ 200.00	\$ 1,599.80	\$ -	INSTALL \$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ 1,899.80
CELL PHONE	8.0	MO	\$ 200.00	\$ 1,599.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,599.80
OFFICE TRAILER PHONE/INTERNET	8.0	MO	\$ 165.00	\$ 1,319.84	\$ -	INSTALL \$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 1,569.84
COMPUTER/IT SERVICES	12.8	MO	\$ -	\$ -	\$ -	\$ 490.00	\$ 6,271.23	\$ -	\$ -	\$ -	\$ 6,271.23
OFFICE SUPPLIES, COPIER, PLAN REPRO	1.0	LS	\$ 1,200.00	\$ 1,200.00	\$ -	\$ 1,600.00	\$ 1,600.00	\$ -	\$ -	\$ -	\$ 2,800.00
TEMP TOILET (2)	16.0	MO	\$ -	\$ -	\$ -	\$ 130.00	\$ 2,079.74	\$ -	\$ -	\$ -	\$ 2,079.74
TEMP WATER - POTABLE	8.0	MO	\$ -	\$ -	\$ -	\$ 100.00	\$ 799.90	\$ -	\$ -	\$ -	\$ 799.90
EQUIPMENT											
PICKUP RENT	8.0	MO	\$ 500.00	\$ 3,999.51	\$ -	\$ 1,025.00	\$ 8,198.99	\$ -	\$ -	\$ -	\$ 12,198.50
TOTALS			\$ 16,118.28	\$ -	\$ -	\$ 20,999.86	\$ 251,726.67	\$ 1,020.00	\$ 289,000		

DESCRIPTIONS (Continued from Page 1)

RE: Grand Junction Fire Station #8, 441 31 Road, Grand Junction, CO 81504

As required by written contract or written agreement, City of Grand Junction is included as Additional Insured as respects General Liability and Auto Liability but only as respects work performed on behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policies provide a Waiver of Subrogation when required by written contract. Umbrella Liability follows form over General Liability, Auto Liability and Workers Compensation. The General Liability, Auto Liability and Workers Compensation policy(s) includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

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

AGENCY USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155		PHONE (A/C, No, Ext): 800 873-8500	COMPANY Travelers Indemnity Company	
FAX (A/C, No):	E-MAIL ADDRESS: den.contractors@usi.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 1082345		LOAN NUMBER		POLICY NUMBER QT660142D8844TIL21
INSURED FCI Constructors, Inc. PO Box 1767 Grand Junction, CO 81502		EFFECTIVE DATE 10/01/21	EXPIRATION DATE 10/01/22	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
 Location #1 3070 I-70 Business Loop, Bldg A Grand Junction, CO 81504

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


COVERAGE INFORMATION	PERILS INSURED				AMOUNT OF INSURANCE	DEDUCTIBLE
	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL			
Builders Risk, Special Form, Reporting Form						
Replacement Cost						
Fire Resistive construction				\$75,000,000	\$10,000	
Frame or Joisted Masonry construction				\$5,000,000	\$10,000	
Flood sublimit				\$20,000,000	\$50,000	
Earth Movement, sub limit				\$20,000,000	\$50,000	
Transit				\$250,000	\$10,000	
Temporary Location				\$250,000	\$10,000	
(See Attached Coverage Info.)						

REMARKS (Including Special Conditions)

***** Description of Operations *****
 RE: Grand Junction Fire Station #8,441 31 Road, Grand Junction, CO 81504

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Grand Junction 250 North 5th St. Grand Junction, CO 81501	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE
	<input type="checkbox"/> MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

CNA SURETY

Performance Bond

Bond No. 30153502

CONTRACTOR:

(Name, legal status and address)

FCI Constructors, Inc.
3070 I-70 B, Building A
Grand Junction, CO 81504

SURETY: Western Surety Company

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: October 7, 2021

Amount: \$5,198,688.00 Five Million One Hundred Ninety Eight Thousand Six Hundred Eighty Eight Dollars and 00/100

Description:

(Name and location)

Fire Station #8 CM/GC RFP-4933-21-D
441 31 Road, Grand Junction, CO 81504

BOND

Date: March 4, 2022

(Not earlier than Construction Contract Date)

Amount: \$5,198,688.00 Five Million One Hundred Ninety Eight Thousand Six Hundred Eighty Eight Dollars and 00/100

Modifications to this Bond: None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

FCI Constructors, Inc.

Signature:

Name: Shene M. Haas
and Title: President

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

**SURETY**

Company:

Western Surety Company

Signature:

Name: Kristin L. Salazar
and Title: Attorney-in-Fact



(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

USI Holdings Corporation
6501 S. Fiddlers Green Circle, Suite 100
Greenwood Village, CO 80111

800-873-8500

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Blythe Group and Company
622 Rood Ave.
Grand Junction, 81501

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

CNA SURETY

Payment Bond

Bond No. 30153502

CONTRACTOR:

(Name, legal status and address)

FCI Constructors, Inc.
3070 I-70 B, Building A
Grand Junction, CO 81504

SURETY: Western Surety Company

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

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

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

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: October 7, 2021

Amount: \$5,198,688.00 Five Million One Hundred Ninety Eight Thousand Six Hundred Eighty Eight Dollars and 00/100

Description:

(Name and location)

Fire Station #8 CM/GC RFP-4933-21-D
441 31 Road, Grand Junction, CO 81504

BOND

Date: March 4, 2022

(Not earlier than Construction Contract Date)

Amount: \$5,198,688.00 Five Million One Hundred Ninety Eight Thousand Six Hundred Eighty Eight Dollars and 00/100

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company:

FCI Constructors, Inc.



Signature:
Name: Shane M. Haas
and Title: President

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

SURETY

Company:

Western Surety Company



Signature:
Name: Kristin L. Salazar
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT OR BROKER:

USI Holdings Corporation
6501 S. Fiddlers Green Circle, Suite 100
Greenwood Village, CO 80111

800-873-8500

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Blythe Group and Company
622 Rood Ave.
Grand Junction, 81501

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

Signature:

Name and Title:

Address

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kristin L. Salazar, Individually

of, **Greenwood Village, CO**, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30153502
Principal: FCI Constructors, Inc.
Obligee: City of Grand Junction

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of March, 2022.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE