



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 19th day of April, 2022 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 Accurate Insulation of Colorado, LLC hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Daycare Insulation RFQ-5043-22-KH**.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Negotiated Terms and Conditions/Scope of Work etc.
- c. Solicitation Documents for the Project; **Daycare Insulation**;
- d. Notice of Award
- e. Contractors Response to the Solicitation
- f. Work Change Requests (directing that changed work be performed);
- g. Field Orders
- h. Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Thirty-Five Thousand, Four Hundred Seventy-Five and 00/100 Dollars (\$35,475.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

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

the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

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 7

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: DocuSigned by:
Duane Hoff Jr., Contract Administrator - City of Grand Junction 4/25/2022
0F788E7966F44B0...
Duane Hoff Jr., Contract Administrator Date

Accurate Insulation of Colorado, LLC

By: DocuSigned by:
James VanDenHeuvel 4/25/2022
31E0AD607C994B5...
James VanDenHeuvel Date

Sales Manager



NOTICE OF AWARD

Date: April 19, 2022

Company: Accurate Insulation

Project: Daycare Insulation RFQ-5043-22-KH

You have been awarded the City of Grand Junction Municipal Service Center Re-Roof IFB-5022-22-KH for the sum price of **Thirty-Five Thousand, Four Hundred Seventy-Five and 00/100 Dollars (\$35,475.00)**.

Please notify Jim Stavast, City of Grand Junction Facilities Supervisor 970-244-1569 for schedule and return to the City Purchasing Division an acknowledged copy of this Notice of Award, and Certificate of Insurance.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr., Contract Administrator - City of Grand Junction
Duane Hoff Jr., Contract Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Accurate Insulation of Colorado, LLC

By: *James VanDenHeuvel* James VanDenHeuvel

Title: Sales Manager

Date: 4/25/2022



Purchasing Division

Request for Quote

RFQ-5043-22-KH
Daycare Insulation

Quotes Due:

March 25, 2022 prior to 2:00 P.M. Local
kassyh@gjcity.org

*****Submittal by EMAIL is required for this quote*****

Purchasing Representative:

Kassy Hackett, Buyer
kassyh@gjcity.org
Phone (970) 244-1546

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

Request for Quotes

Table of Contents

Section 1	Instruction to Quoters
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Quote Form
	Price Proposal/Quote Schedule Form
	Appendix
	Attachments

1. Instructions to Quoters

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. Purpose:** The City of Grand Junction is soliciting competitive quotes from qualified and interested companies for all labor, equipment, and materials required to install spray foam insulation in the areas designated for the new daycare building located at 545 25 ½ Road, Grand Junction, CO. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

RFQ Questions:

Kassy Hackett, Buyer

kassyh@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. Optional Site Visit Meeting:** **Prospective quoters are encouraged to attend a site visit meeting on March 17, 2022 at 10:00 A.M.** Meeting location shall be at the City's new daycare, located at 545 25 ½ Road, Grand Junction, CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Request for Quote (RFQ).
- 1.3. 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.
- 1.4. Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5. Submission:** **Each quote shall be submitted in electronic format only, and only submitted via email to kassyh@gjcity.org.**
- 1.6. Modification and Withdrawal of Quotes Before Opening:** Quotes may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Quotes are to be submitted at any time prior to Quote Opening.

- 1.7. Printed Form for Price Quote:** All Price Quotes must be made upon the Price Quote Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the quoter.

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Quote price shall be equal to the sum of all extended amount prices. When an item in the Price Quote Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Quote.

All blank spaces in the Price Quote Schedule must be properly filled out.

Quotes by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Quotes by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Offeror's Quote shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Quote Form.

The contact information to which communications regarding the Quote are to be directed must be shown.

- 1.8. Exclusions:** No oral, hard copy, telephonic, or facsimile quote will be considered.
- 1.9. Contract Documents:** The complete RFQ and quoter's response compose the Contract Documents. Copies of quote documents can be obtained from the City Purchasing website, <https://www.gjcity.org/501/Purchasing-Bids> .
- 1.10. Examination of Specifications:** Quoters shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his quote. The submission of a quote shall be taken as evidence of compliance with this section. Prior to submitting a quote, each Offeror shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly;

- b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Quoter's observations with the *Contract Documents*, and;
- e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Quoter deems necessary for submission of a Quote. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Quote for performing the work in accordance with the time, price and other terms and conditions of the *Contract Documents*. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

The lands upon which the Work is to be performed, rights of way, and access thereto, and other lands designated for use by Contractor in performing the Work, are identified on the Drawings.

Information and data reflected in the *Contract Documents* with respect to underground utilities at or contiguous to the site are based upon information and data furnished to the Owner and the Engineer by the owners of such underground utilities or others, and the Owner does not assume responsibility for the accuracy or completeness thereof, unless it is expressly provided otherwise in the *Contract Documents*.

By submission of a Quote, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Quoters, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 1.11. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.

- 1.12. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/business-and-economic-development/bids/>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.13. Taxes:** The Owner is exempt from State retail and Federal tax. The Quote price must be net, exclusive of taxes.
- 1.14. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Quotes shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.15. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Quoter, upon request of the Purchasing Representative, agrees to an extension.
- 1.16. Exceptions and Substitutions:** Quoters taking exception to the specifications and/or scope of work 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, Quoter 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 and/or scope of work. The absence of such a list shall indicate that the Quoter has not taken exceptions, and if awarded a contract, shall hold the Quoter responsible to perform in strict accordance with the specifications and/or scope of work contained herein.
- 1.17. Collusion Clause:** Each quoter by submitting a quote 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 quotes shall be rejected if there is evidence or reason for believing that collusion exists among quoters. The Owner may, or may not, accept future quotes for the same services or commodities from participants in such collusion.
- 1.18. Disqualification of Quoters:** A Quote will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Quoters may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project quote upon and that they have the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Quoter and Quote:

- a. More than one Quote is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- b. Evidence of collusion among Quoters. Any participant in such collusion shall not receive recognition as a Quoters for any future work of the Owner until such participant has been reinstated as a qualified Quoter.

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

2. General Contract Conditions for Construction Projects

- 2.1. The Contract:** This Request for Quote, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner:** The 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.

- 2.5. 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:** Contractor shall submit with their quote response 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. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Quote are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that

the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any quote item in its entirety or add additional quote items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.

- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Quotes unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Quotes. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Quotes, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- 2.10. 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.
- 2.11. 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.
- 2.12. 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.

2.13. 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 sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

2.14. 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.

2.15. 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 tools, construction equipment, machinery and surplus materials.

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

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

- (a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.
- (b) General Liability insurance with minimum combined single limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

- (d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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

- 2.17. Indemnification:** The Contractor 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 Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.18. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of quote. It is the responsibility of the quoter to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All quoters 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.
- 2.19. 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 quoter 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 Quote Form. The Date of Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

- 2.20. 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.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. 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.
- 2.23. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Quoter 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 Quoter's Quote Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Quoter of all claims arising from the City's issuance of the Notice of Award and the Successful Quoter's failure to enter into the Contract and the costs to award the Contract to any other Quoter, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.24. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$350.00** 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 Quote 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 fully 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 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.

2.25. Contingency/Force Account/Minor Contract Revisions: Contingency/Force Account/Minor Contract Revisions 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/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.

2.26. 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, he shall restore, at his 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.

- 2.27. 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.
- 2.28. 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.
- 2.29. 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.
- 2.30. 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.
- 2.31. 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 competed. 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 discover 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.

- 2.32. 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.
- 2.33. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this RFQ, in whole or in part, without the prior written approval from the Owner.
- 2.34. Compliance with Laws:** Quotes must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.35. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.36. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this RFQ.
- 2.37. 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.
- 2.38. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Quote, agrees to the following conditions:
 - 2.38.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.38.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 2.38.3.** 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.

- 2.39. 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.
- 2.40. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.41. Ethics:** The Contractor 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.
- 2.42. Failure to Deliver:** In the event of failure of the Contractor 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 Contractor 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.
- 2.43. 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.
- 2.44. Force Majeure:** The Contractor 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 Contractor, unless otherwise specified in the contract.
- 2.45. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor 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 Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.46. Nonconforming Terms and Conditions:** A quote that includes terms and conditions that do not conform to the terms and conditions of this Request for Quote is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its quote prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Quote on forms other than those supplied by the City;

- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Quotes or irregularities of any kind which may tend to make the Quote incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Quote preparation as may be required in the Solicitation Documents;
- g. Submission of a Quote that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Quote with any other quote or contract; and
- i. Failure to calculate Quote prices as described herein.

2.47. Evaluation of Quotes and Offerors: The Owner reserves the right to:

- reject any and all Quotes,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Quoter,
- negotiate final terms with the Successful Quoter,
- take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive or conditional Quotes.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Quotes.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Quote and to establish the responsibility, qualifications and financial ability of the Offeror, proposed Subcontractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

The Offeror shall furnish the Owner all information and data requested by the Owner to determine the ability of the Offeror to perform the Work. The Owner reserves the right to reject the Quote if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

By submitting a Quote, each Offeror authorizes the Owner to perform such investigation of the Offeror as the Owner deems necessary to establish the responsibility, qualifications and financial ability of the Offeror and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Offeror and releases the party providing such information and the Owner from any and all liability to the Offeror as a result of such reference information so provided.

The Owner reserves the right to reject the Quote of any Offeror who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Offeror who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part.

2.48. Award of Contract: Unless otherwise indicated, a single award will be made for all the quote items in an individual quote schedule. In the event that the Work is contained in more than one Quote Schedule, the City may award Schedules individually or in combination. In the case of two Quote Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (60) Calendar Days of Quote Opening, the City will issue a Notice of Award to the Successful Quoter which will be accompanied by an unsigned copy of the Contract. Within ten (10) Calendar Days thereafter, the Successful Quoter shall sign and deliver the Contract, Performance Bond, Payment Bond and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver a fully executed Contract to the Contractor. No contract shall exist between the Successful Quoter and the City and the Successful Quoter shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Quoter's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Quote Guaranty. The award of Contract may then be made to the next qualified Quoter in the same manner as previously prescribed.

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 Contractor 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 Contractor 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 IFB.
- 2.52. Remedies:** The Contractor 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 RFQ 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 RFQ 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. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado law prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.57. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. 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 Quote. The quantities furnished in this quote document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County 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.

2.58. 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).

2.58.1. "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.

3. Statement of Work

3.1. PROJECT DESCRIPTION: The City of Grand Junction is soliciting competitive quotes from qualified and interested companies for all labor, equipment, and materials required materials required to install spray foam insulation in the areas designated for the new daycare building located at 545 25 ½ Road, Grand Junction, CO. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

3.2. SPECIAL CONDITIONS & PROVISIONS:

3.2.1 Optional Site Visit Meeting: Prospective quoters are encouraged to attend a site visit meeting on March 17, 2022 at 10:00 A.M. Meeting location shall be at the City's new daycare, located at 545 25 ½ Road, Grand Junction, CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Request for Quote (RFQ).

3.2.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

Kassy Hackett, Buyer
City of Grand Junction
kassyh@gjcity.org

3.2.3 Project Manager: The Project Manager for the Project is Jim Stavast, Facilities Supervisor who can be reached at (970) 244-1569. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Facilities department
Attn: Jim Stavast, Project Manager
2529 High Country Court
Grand Junction, CO 81501

3.2.4 Contract Administrator: The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. During Construction, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

3.2.5 Affirmative Action: The Contractor is not required to submit a written Affirmative Action Program for the Project.

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

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.

3.2.7 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

3.2.8 Contract: A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the quoter's response (quote) to the RFQ, (3) clarification of the quote, if any, and (4) the City's Purchasing Department's acceptance of the quote by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the RFQ shall be incorporated into the contract by reference.

A. The contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by

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

3.2.9 Time of Completion: The scheduled time of Completion for the Project is **no later than April 18, 2022.**

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

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

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

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

3.2.12 Project Sign: Project signs, if any, will be furnished and installed by the City.

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

3.2.14 Stockpiling Materials and Equipment: All stockpiling/storage shall be coordinated with the City's Project Manager.

3.2.15 Clean-Up: The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

3.2.16 Excess Material: All excess materials shall be disposed in accordance with all City, County, State, and Federal laws, rules, and regulations.

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

3.3. Scope of Work:

1. Spray 5" (R-37.5) of polyurethane foam insulation (Closed Cell Foam) to the bottom of the roof deck.
2. The existing ceiling grid is stay in place.
3. Any existing ductwork and electrical wiring that may be in the way will be removed by others.

4. Spray 2.5" (R-18.75) of polyurethane foam insulation (Closed Cell Foam) to the inside of the exterior walls from the top of the furred-out walls to the bottom of the roof deck.
5. Protect surfaces not scheduled to receive foam insulation from overspray as needed.
6. Provide manufacturers information on the spray foam product you intend to use with your quote.

3.4. Contractor Quote Documents: For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's quote response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.

- **Contractor's Quote Form**
- **Price Quote Schedule**

3.5. RFQ TENTATIVE TIME SCHEDULE:

Request for Quote sent	March 10, 2022
Optional Site Visit Meeting	March 17, 2022
Inquiry deadline, no questions after this date	March 21, 2022
Addendum Posted	March 22, 2022
Submittal deadline for proposals	March 25, 2022
Purchase Order/Contract execution	March 29, 2022
Insurance Cert due	April 1, 2022
Completion Date	No Later than April 18, 2022

4. Contractor's Quote Form

Quote Date: _____

Project: RFQ-5043-22-KH "Daycare Insulation"

Quoting Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ Address _____

City _____ State _____ Zip _____

The undersigned Quoter, in compliance with the Request for Quote, having examined the Instruction to Quoters, 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 Contractor's Quote 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 the Instructions to Quoters, the Specifications, and all other 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 quote proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this quote 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 quote proposal for the purpose of restricting competition.
- The individual signing this quote 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. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the 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 quote award that are no less than Net 10 days.

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

State number of Addenda received: _____.

It is the responsibility of the Quoter 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: _____

PRICE QUOTE FORM: RFQ-5043-22-KH Daycare Insulation

ITEM NO.	DESCRIPTION	TOTAL PRICE
1	All Materials & Labor for the completion of installing spray foam insulation for daycare building as specified in the solicitation documents.	\$

Total Written Extended Price:

List Product Lead Times Below (if any):

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

Company: _____

Authorized Signature: _____

Title: _____

**Accurate Insulation - Grand Junction (795)**

2252 Colex Drive
 Grand Junction CO 81505
 (970) 241-8871 (970) 255-8906
 www.accurate-insulation.net

PROPOSAL**Customer Address**

City of Grand Junction*
 2145 River Road
 Grand Junction, CO 81505

Job Name

545 - 25 1/2 RD

Job Address

545 - 25 1/2 RD
 GRAND JUNCTION, CO 81505
 Lot:

Date: 4/7/2022**Job:** 5629047

Work Area	Inventory Item
Phase: 13406575 11	PO:
Exterior Walls	Demilec Heatlok HFO Winter 2.5" R-18.75 Closed-Cell Foam
<i>Work Area Notes: SPRAY 2 1/2" OF POLYURETHANE FOAM TO THE CMU BLOCK ABOVE S.A.T. CEILING TO THE ROOF DECK INCLUDES: GLASS ON WEST SIDE</i>	
Ceiling Area	Demilec Heatlok HFO Winter 5" R-37.50 Closed-Cell Foam
<i>Work Area Notes: SPRAY 5" OF POLYURETHANE FOAM IN LIEU OF THE 4" POLYURETHANE FOAM TO THE BOTTOM ROOF DECK WITH THERMAL BOARD</i>	

THIS PROPOSAL IS NOT PER PLANS AND/OR SPECS

Phase: 13669806 11**PO:****THIS PROPOSAL INCLUDES THE CLEAN UP OF OUR TRASH**

We propose hereby to furnish material & labor - complete in accordance with the above specifications, for the sum of :

\$22,069.00*(if applicable, tax NOT included)*

All material will be as provided in the attached description. All work will be completed in a workmanlike fashion in accordance with the standards of the industry. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate(s). All agreements are contingent upon strikes, accidents, acts of God or delays beyond our control. Owner to carry fire and tornado insurance and other insurance that may be required by law. Our workers are covered by workers' compensation insurance to the extent required by law.

We do not warrant against and shall not be liable for any damage or injury, including but not limited to mold accumulation, when due to any of the following causes: the failure of the builder or contractors (other than our Company) to follow the instructions and specifications of the insulation manufacturer; faulty or improper installation or maintenance of drywall or other wall covering; use of accessories or wall preparation materials that do not properly receive the insulation; and compliance with applicable building codes or other government regulations relating to surface preparation, wall coverings, required materials or mandatory procedures.

ANY WARRANTIES IMPLIED BY LAW, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. WE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR INCIDENTAL DAMAGES for breach of any warranty associated with the material. Our liability shall in no event exceed the cost of the materials set forth herein. We cannot and shall not be liable to you for the breach of any other express warranties, such as those given to you by other dealers, contractors, applicators, distributors or manufacturers. Your exclusive remedy with respect to defective materials provided by us shall be repair or replacement, at our option, of the defective materials.

Fiberglass batts and blown insulation are designed and manufactured for thermal and sound purposes only and will not prevent water pipes from freezing due to air infiltration. While air infiltration protection packages that we may sell reduce the incidents of some air infiltration into a structure, they do not completely eliminate all incidents of air infiltration that could cause freezing pipes. Pipe protection is not the responsibility of IBP or its affiliates and we shall have no liability for frozen pipes.

Ask us about Waterproofing.



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PROPOSAL

Customer Address

City of Grand Junction*
2145 River Road
Grand Junction, CO 81505

Job Name

545 - 25 1/2 RD

Job Address

545 - 25 1/2 RD
GRAND JUNCTION, CO 81505
Lot:

Date: 4/7/2022

Job: 5629047

Note: this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

DATE: _____ **SIGNATURE** _____ **DATE:** _____ **SIGNATURE** _____

Sales Representative: James Van Den Heuvel **Phone:** _____ **Customer Representative**

Items listed below include option(s). Signify desired options by initialing the space to the left of that item. Selected options are to be added to the contract price. Return this signed copy with the Job Proposal.

Phase	Work Area	Inventory Item	Type	Additional Charge
_____	Exterior Ceiling	Demilec Heatlok HFO Summer 5" R-37.50 Closed-Cell Foam	Option	\$2,000.00
	<i>Work Area Notes: SPRAY 5" OF POLYURETHANE FAOM TO THE NEW EXTERIOR CEILING AREA OF THE STAFF ADDITION (BASED ON 320 SQ FT)</i>			
_____	Ceiling Area	Demilec Heatlok HFO Summer 5" R-37.50 Closed-Cell Foam	Option	\$11,406.00
	<i>Work Area Notes: SPRAY 5" OF POLYURETHANE FOAM TO THE NEW ADDITION CEILING AREA (BASED ON 1825 SQFT)</i>			

DATE: _____ **SIGNATURE:** _____

Ask us about Waterproofing.

4. Contractor's Quote Form

Quote Date: 3-25-22

Project: RFQ-5043-22-KH "Daycare Insulation"

Quoting Company: Accurate Insulation of Colorado, LLC

Name of Authorized Agent: James VanDenHeuvel

Email james.van@installed.net

Telephone 970-260-2134 Address 2252 Colex Drive

City Grand Junction State CO Zip 81505

The undersigned Quoter, in compliance with the Request for Quote, having examined the Instruction to Quoters, 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 Contractor's Quote 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 the Instructions to Quoters, the Specifications, and all other 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 quote proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this quote 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 quote proposal for the purpose of restricting competition.
- The individual signing this quote 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. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the 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 quote award that are no less than Net 10 days.

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

State number of Addenda received: N/A

It is the responsibility of the Quoter 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: Accurate Insulation of Colorado, LLC

Authorized Signature: 

Title: Sales Manager

PRICE QUOTE FORM: RFQ-5043-22-KH Daycare Insulation

ITEM NO.	DESCRIPTION	TOTAL PRICE
1	All Materials & Labor for the completion of installing spray foam insulation for daycare building as specified in the solicitation documents.	\$ 22,069.00

Total Written Extended Price:

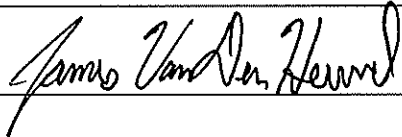
Twenty-two thousand sixty-nine 00/100

List Product Lead Times Below (if any):

Allow one month of lead time for material

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

Company: Accurate Insulation of Colorado, LLC

Authorized Signature: 

Title: Sales Manager

ADDENDUM

Delay/Force Majeure:

Notwithstanding anything contained herein to the contrary, no failure to perform, delay, or default of a Party under this Agreement shall constitute an event of default or breach of this Agreement to the extent that such failure to perform, delay, or default arises out of a cause, existing or future, that is beyond the control and without negligence of the Party otherwise chargeable with the failure to perform, delay, or default including, but not limited to: action or inaction of governmental, civil, or military group; terrorism; fire; strike; lockout or other labor dispute; war, riot or theft; pandemic; epidemic; quarantine; or flood, earthquake, and other natural disaster; or generalized lack of availability of raw materials or energy, or any material or labor shortages arising out of any of the foregoing. The affected Party shall act to minimize the consequences of any such cause. A Party desiring to rely upon any of the foregoing as an excuse for failure to perform, default, or delay shall, when the cause arises, give to the other Party prompt notice in writing of the facts which constitute such cause, and when the cause ceases to exist, gives prompt notice thereof to the other Party. If a Party postpones or extends any performance date under this Agreement pursuant to this Article for longer than thirty (30) calendar days, Contractor, by written notice given during the postponement or extension, may terminate Subcontractor's right to render further Services after the effective date of termination and shall be liable to the Subcontractor only for the reasonable value of the Subcontract Work performed by the Subcontractor prior to said termination less any prior payment made.

Material Shortages:

Notwithstanding anything contained herein to the contrary, in the event of material shortages or allocations caused by the failure of Subcontractor's suppliers to supply materials to Subcontractor in the quantities required by Subcontractor to fulfill the needs of its customers then, in such event, Subcontractor shall be excused from performing any work or supplying any materials to Contractor during such period of shortages or allocation. Subcontractor will provide materials and perform work on a fair and reasonable basis to its contractor customers during such periods of shortages or allocation. During such periods, failure of Subcontractor to supply materials or perform work shall not constitute an event of default or otherwise constitute a breach of any obligation undertaken by Subcontractor in any contract, agreement, order or understanding between Subcontractor and Contractor. Consequently, any back charges, setoffs, offsets, liquidated damages, deductions, withholding or other such similar or dissimilar actions by Contractor are prohibited.

Price Escalation:

Notwithstanding anything contained herein to the contrary, the parties agree that, due to current market volatility, should material increases be assessed to Subcontractor by its suppliers before the completion of Subcontractor's Work, the contract price may be increased proportionately. Subcontractor will provide documentation to verify and substantiate any such increase.

Contractor

Date



Subcontractor

4-13-22

Date

