



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 19th day of May, 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 **Raven Plumbing, Heating & Backflow Prevention, Inc.** 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 Center Plumbing Installation IFB-5061-22-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. Solicitation Documents for the Project; **Daycare Center Plumbing Installation;**
- c. Notice of Award
- d. Contractors Response to the Solicitation
- e. Work Change Requests (directing that changed work be performed);

- f. Field Orders
- g. Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

Contract Time and Liquidated Damages: 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 **Seventy-Six Thousand Two Hundred Ninety-Four and 16/100 Dollars (\$76,294.16)**. 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

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

ARTICLE 7

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Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument.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

ARTICLE 8

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

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

The Contract is executed in two counterparts.

City of Grand Junction, Colorado

DocuSigned by:
 By: *Duane Hoff Jr., Contract Administrator - City of Grand Junction*
 9E789E7D50E14BC _____
 Duane Hoff Jr., Contract Administrator Date

Raven Plumbing, Heating & Backflow Prevention, Inc.

DocuSigned by:
 By: *Gavin Gallegos* 5/19/2022
 021338741AAF4D6... _____
 Gavin Gallegos Date
 President



NOTICE OF AWARD

Date: May 19, 2022

Company: Raven Plumbing, Heating & Backflow Prevention, Inc.

Project: Daycare Center Plumbing Installation IFB-5061-22-KH

You have been awarded the City of Grand Junction Daycare Center Electrical Improvements IFB-5060-22-KH for the sum price of **Seventy-Six Thousand Two Hundred Ninety-Four and 16/100 Dollars (\$76,294.16)**.

Please notify Jim Stavast, City of Grand Junction Facilities Supervisor 970-244-1569 for schedule and return to the City Purchasing Division your 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: Raven Plumbing, Heating and Backflow Prevention inc.

By: *Gavin Gallegos*
024338741AAAF4D8...

Title: President

Date: 5/19/2022



Purchasing Division

Invitation for Bid

IFB-5061-22-KH

DAYCARE CENTER PLUMBING INSTALLATION

Responses Due:

April 27, 2022 prior to 3:00 P.M.

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

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

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

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

Purchasing Representative:

Kassy Hackett., Buyer

kassyh@gjcity.org

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 urged to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

Invitation for Bids

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1. INSTRUCTIONS TO BIDDERS

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 bids from qualified and interested companies for all labor, equipment, and materials required to install plumbing in the Daycare building. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

IFB 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. Non-Mandatory Site Visit: Prospective bidders are encouraged to attend a non-mandatory site visit on April 12, 2022 at 10:00am.** Meeting location shall be at 545 25 ½ Road, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 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 proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (BidNet Colorado) website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the 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 <http://www.gjcity.org/business-and-economic-development/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**)

Solicitation Opening, Daycare Center Plumbing Installation IFB-5061-22-KH
Mon, Apr 27, 2022 3:00 PM - 3:30 PM (MDT)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/813139261>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (571) 317-3112
- One-touch: tel:+15713173112,,813139261#

Access Code: 813-139-261

Join from a video-conferencing room or system.
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Meeting ID: 813 139 261
Or dial directly: 813139261@67.217.95.2 or 67.217.95.2##813139261

Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

- 1.6. **Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.
- 1.7. **Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

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 Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid 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 Bid.

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

Bids 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.

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

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

- 1.8. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.9. Solicitation documents:** The complete IFB and bidder's response compose the Solicitation documents. Copies of bid documents can be obtained from the City Purchasing website, <https://www.gjcity.org/501/Purchasing-Bids>.
- 1.10. Examination of Specifications:** Bidders 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 bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:
 - a. Examine the solicitation 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 Bidder's observations with the solicitation documents, and;
 - e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the solicitation documents within the designated inquiry period.

By submission of a Bid, the Offeror shall be conclusively presumed to represent that the Offeror has complied with every requirement of these Instructions to Bidders, that the solicitation 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 bid 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. Bids 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 Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.16. Exceptions and Substitutions:** Bidders 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, Bidder 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 Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.
- 1.17. Collusion Clause:** Each bidder by submitting a bid 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 bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.18. Disqualification of Bidders:** A Bid 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.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid 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 Bidder and Bid:

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

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

2. GENERAL CONTRACT CONDITIONS

2.1. The Contract: This Invitation for Bid, 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 Solicitation documents, and all materials and equipment incorporated or to be incorporated in such construction.

2.3. Execution, Correlation, Intent, and Interpretations: The Solicitation 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 Solicitation documents. The Solicitation 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 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 solicitation 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 Solicitation documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Solicitation 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 Solicitation 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 solicitation 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 bid 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 Bid 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 the solicitation documents. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in in the solicitation documents.
- 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 Bids 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 Bids. 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 Bids, 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 Solicitation 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 Solicitation 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 Solicitation 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 contractor's operations. At the completion of work contractor shall remove all waste materials and rubbish from and about the project, as well as all tools, construction equipment, machinery and surplus materials.
- 2.16. Insurance Requirements:** The selected Bidder 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 Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder 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.

Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder 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 Bidder 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 and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

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

One Million Dollars (\$1,000,000) each occurrence and
One Million Dollars (\$1,000,000) aggregate

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

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

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 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.

- 2.19. 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 Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Solicitation documents. The Contract Time is the period of time allotted in the Solicitation 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 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 Solicitation 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 Solicitation 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 Solicitation documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Solicitation documents.
- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each bidder shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Solicitation 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 Solicitation 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.

2.24. 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.

2.25. 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.

2.26. 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 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 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.

2.27. 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.

2.28. 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.

- 2.29. 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 solicitation 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.
- 2.30. 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.
- 2.31. 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 solicitation documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Solicitation 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.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the solicitation 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 solicitation documents, any of the work found to be defective or not in accordance with the solicitation 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 solicitation 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.

- 2.34. 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.
- 2.35. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36. Compliance with Laws:** Bids 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.
- 2.37. 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.
- 2.38. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.39. 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.
- 2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1.** 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.
- 2.40.2.** 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.
- 2.40.3.** 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.
- 2.41. 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.

- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.43. 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.
- 2.44. 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.
- 2.45. 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.
- 2.46. 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.
- 2.47. 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.
- 2.48. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid 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 Bid 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 Bids or irregularities of any kind which may tend to make the Bid 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 Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid 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 Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

2.49. Evaluation of Bids and Offerors: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- negotiate final terms with the Successful Bidder, and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

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 Bids.

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 Bid 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 *Solicitation 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 Bid 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 Bid, 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 Bid 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.

2.50. Award of Contract: Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder'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 Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

2.51. Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

2.52. 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.

- 2.53. 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.
- 2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.55. Venue:** Any agreement as a result of responding to this IFB 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.
- 2.56. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.57. 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.
- 2.58. 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 Statutes 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.
- 2.59. 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 Bid. The quantities furnished in this bid 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.
- 2.60. 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).

2.60.1. "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 bids from qualified and interested companies for all labor, equipment, and materials required to install plumbing in the Daycare building. The work is to be done in two phases. Phase one is the plumbing installation of the existing building and Phase two will be the plumbing installation in the new addition. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

3.2. SPECIAL CONDITIONS & PROVISIONS:

3.2.1 Non-Mandatory Site Visit: **Prospective bidders are encouraged to attend a non-mandatory site visit on April 12, 2022 at 10:00am. Meeting location shall be at 545 25 ½ Road, Grand Junction, CO.** The purpose of this visit will be to inspect and to clarify the contents of this document.

3.2.2 Questions Regarding Solicitation 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. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction

General Services Department, Facilities
Attn: Jim Stavast, Project Manager
333 West Avenue, Building B
Grand Junction, CO 81501
Office: 970-244-1569
Cell: 970-812-7275
jimst@gjcity.org

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 Pricing: Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project. Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

3.2.6 Freight/Shipping: 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.

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

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

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

3.2.7 Time of Completion: The scheduled time of Completion for the Project for Phase One is to be completed by May 31st. The scheduled time of Completion for the Project for Phase Two is to be completed by June 17th.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

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

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

3.2.9 Licenses and Permits: The City is responsible for obtaining all necessary licenses and permits required for Construction.

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

3.2.12 Stockpiling Materials and Equipment: All stockpiling/storage shall be in accordance with General Contract Condition Section 51.

3.2.13 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.

3.2.14 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. General Contractor: The City will be the General Contractor for this project.

3.4. Project Location: 545 25 ½ Road, Grand Junction, CO 81501.

3.5. Scope of Work:

1. Refer to the attached Bighorn Engineering mechanical plans for the scope of work.
2. All notes shown on the plans are to be included in the scope.
3. Contractor to coordinate locations of fixtures with the general contractor as some sinks will require minimum spacing between them.
4. Contractor to provide and install
5. The hose bib shown on sheet P1-1 is to be an exterior hose bib and a wall hydrant with a locking cover.
6. The two existing hose bibs are to be replaced with wall hydrants with locking covers.
7. The existing hot water pipes are to be tied into the circulating hot water system.

8. Any concrete saw cutting and trenching to be done by others.
9. The sewer service line for the addition will be installed by others from the main to the west edge of the sidewalk shown on the drawings. A two way clean out will be installed by others at this point. Contractor to provide and install the piping from here into the building.
10. Supply and install the ADA toilet and sink in the northwest restroom.
11. Supply and install the four bar sinks and drinking fountain in the addition.
12. Supply and install the two child sized toilets (residential style) in the west restroom of the addition.
13. Install the owner provided double bowl kitchen sink and faucet in the kitchen.
14. Provide and install a single bowl kitchen sink and faucet and bar sink and faucet in the kitchen. The three kitchen sinks must have an air gap at the drain.
15. Install the adult toilet supplied by the owner in the east restroom of the addition.
16. All plumbing contractor supplied fixtures are to meet the attached specification sheets or be similar in size and quality.
17. All water piping to go into the building addition from the existing building are to be stubbed into the addition with shut off valves on or before May 31st. No work will be allowed in the existing building once occupied by children.
18. Any additional work identified will done by change order and on a time and materials basis.

3.6. Attachments:

Plumbing Sheets P0-1 through P1-1– [Attachment 1](#)

Bar Sink Specification Sheet– [Attachment 2](#)

Fountain Specification Sheet– [Attachment 3](#)

Single Bowl Kitchen Sink Sheet– [Attachment 4](#)

Kitchen Sink Faucet Sheet– [Attachment 5](#)

Double Bowl Kitchen Sink Sheet– [Attachment 6](#)

- 3.7. Contractor Bid Documents:** For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's bid 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 Bid Form

- Price Bid Schedule

3.8. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	April 4, 2022
Non-Mandatory Site Visit	April 12, 2022
Inquiry deadline, no questions after this date	April 18, 2022
Addendum Posted	April 25, 2022
Submittal deadline for proposals	April 27, 2022
Notice of Award & Contract execution	April 28, 2022
Bonding & Insurance Cert due	April 29, 2022
Work begins no later than	April 29, 2022
Final Completion	Phase 1: May 31 st Phase 2: June 17 th

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5061-22-KH "Daycare Center Plumbing Installation"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

The undersigned Bidder, in compliance with the Invitation for Bids, 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 Solicitation 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 Solicitation documents, of which this Contractor's Bid 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 Bidders, 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 bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid 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 bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the 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 day.

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

State number of Addenda received: _____.

It is the responsibility of the Bidder 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 BID SCHEDULE: IFB-5061-22-KH Daycare Center Plumbing Installation

Item No.	Description	Total Price
1	All labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, and all other costs related to the successful completion of the plumbing installation of 545 25 ½ Road, Grand Junction, CO 81505, as per the solicitation documents.	

Total Bid Price Written: _____

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

Company: _____

Authorized Signature: _____

Title: _____

Bidder proposes to subcontract the following portion of Work:

Name & address of Sub-Contractor	Description of work to be performed	% of Contract
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Attachment #1

PLUMBING PIPE DESIGNATIONS table with columns for LINE TYPE and DESCRIPTION, listing various pipe types like 140, CA, DC, DER, etc.

PLUMBING ELEMENTS / VALVING table with columns for LINE TYPE and DESCRIPTION, listing various valves and fittings like PRESSURE REDUCING VALVE, GATE VALVE, etc.

RESPONSIBLE DIVISION:

UNLESS OTHERWISE INDICATED ALL HEATING, VENTILATING, AIR CONDITIONING, PLUMBING, AND OTHER MECHANICAL EQUIPMENT, MOTORS, AND CONTROLS SHALL BE FURNISHED, SET IN PLACE AND WIRED AS FOLLOWS:

Table with columns: ITEM, FURNISHED, SET, POWER WIRED, CONTROL WIRED. Lists equipment like COMBINATION MAGNETIC MOTOR STARTERS, FUSED AND UNFUSED DISCONNECT SWITCHES, etc.

SUBSCRIPT FOOTNOTES: 1. MOTOR STARTER TO INCLUDE CONTROL TRANSFORMER, HOA SWITCH, (1) NO AND (1) NC AUXILIARY CONTACT, AND 'ON' AND 'OFF' PILOT LIGHTS. 2. IF ITEM IS FOR LINE VOLTAGE, SET IN PLACE AND CONNECT UNDER DIVISION 26. WHERE FACTORY MOUNTED ON EQUIPMENT OR ATTACHED TO PIPING OR DUCTS AND USING LINE VOLTAGE FURNISH AND SET UNDER DIVISION 23. CONNECT UNDER DIVISION 26.

ABBREVIATIONS:

Large table of abbreviations with columns for symbol, description, and symbol, listing terms like 44" MOUNTING HEIGHT ABOVE FINISHED FLOOR TO CENTER OF DEVICE, A AMPS, AD ACCESS DOOR, etc.

SUBSTITUTIONS:

A. SUBSTITUTIONS, SUBSTITUTION OF SPECIFIED EQUIPMENT WILL BE ALLOWED THROUGH A PRIOR APPROVAL PROCESS INITIATED BY THE CONTRACTOR. CONTRACTOR SHALL SUBMIT INTENDED SUBSTITUTION AT LEAST FIVE DAYS PRIOR TO BID FOR APPROVAL FROM ENGINEER. SUBMITTAL SHALL INCLUDE CAPACITIES, DIMENSIONS AND OPERATING INSTRUCTIONS FOR EACH PIECE OF EQUIPMENT. SUBSTITUTION SHALL OCCUR AT NO COST TO THE OWNER. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF APPROVED SUBSTITUTION AND SHALL INCUR ALL COSTS ASSOCIATED WITH THE SUBSTITUTION INCLUDING STRUCTURAL MODIFICATIONS, SPACE LAYOUT AND REDESIGN COSTS. SEE ALSO DIVISION I GENERAL REQUIREMENTS.

EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS:

A. EXAMINE CAREFULLY THE SITE AND CONDITIONS OF THE SITE. PROVIDE ALL NECESSARY EQUIPMENT AND LABOR TO INSTALL A COMPLETE WORKING SYSTEM WITHIN THE SITE CONDITIONS.

B. EXAMINE THE DRAWINGS AND SPECIFICATIONS AND 5 DAYS PRIOR TO BIDDING REPORT ANY ERRORS, OMISSIONS, INCONSISTENCIES, AND CONFLICTS TO THE ENGINEER TO BE REMEDIED IN AN ADDENDUM TO THE PROJECT PRIOR TO BID TIME.

C. DRAWINGS ARE DIAGRAMMATIC AND CATALOG NUMBERS GIVEN ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE CAPACITY OF THE EQUIPMENT MEETS THE DRAWING REQUIREMENTS AND SHALL NOT DIMENSION FROM THE MECHANICAL, PLUMBING, OR PIPING DRAWINGS.

D. THE LATEST ADOPTED VERSIONS OF THE INTERNATIONAL BUILDING CODES SHALL BE USED AS REQUIRED. THIS WILL ALSO INCLUDE THE LATEST ADOPTED VERSIONS OF THE MECHANICAL PLUMBING CODES AND THE 2009 INTERNATIONAL ENERGY CONSERVATION CODE. ALL METHODS AND MATERIALS REQUIRED BY THESE CODES SHALL BE REQUIRED BY THESE SPECIFICATIONS UNLESS INDICATED OTHERWISE. OTHER APPLICABLE LOCAL CODES AND ORDINANCES SHALL BE AS REQUIRED AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO BE KNOWLEDGEABLE OF THESE REQUIREMENTS.

E. WHERE INSTALLATION PROCEDURES OR ANY PART THEREOF ARE REQUIRED TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER OF THE MATERIAL BEING INSTALLED, PRINTED COPIES OF THESE RECOMMENDATIONS SHALL BE FURNISHED TO THE ENGINEER PRIOR TO INSTALLATION. INSTALLATION OF THE ITEM WILL NOT BE ALLOWED TO PROCEED UNTIL THE RECOMMENDATIONS ARE RECEIVED. FAILURE TO FURNISH THESE RECOMMENDATIONS CAN BE CAUSE FOR REJECTION OF THE MATERIAL.

DO NOT REPRODUCE THESE DRAWINGS AND SPECIFICATIONS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER. THE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF THE SERVICE AND SHALL REMAIN THE PROPERTY OF THE DESIGNER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANYONE ON ANY OTHER PROJECTS FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER.



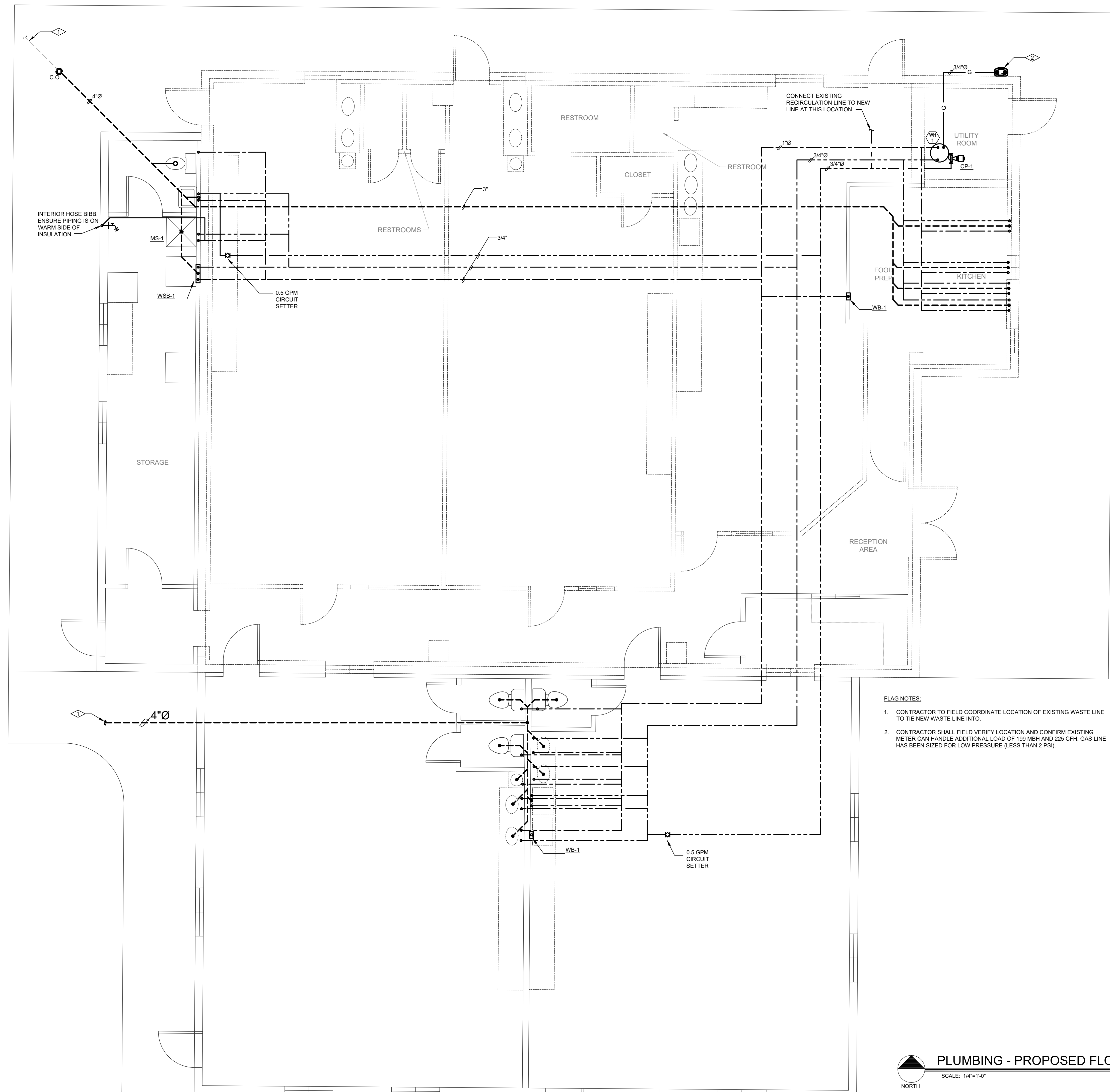
Bighorn Consulting Engineers, Inc. Mechanical & Electrical Engineers. 386 Indian Road, Grand Junction, CO 81501. Phone: (970) 241-8709. Includes a logo of a bighorn sheep.

CITY OF GRAND JUNCTION DAYCARE FACILITY. 545 24 1/2 ROAD GRAND JUNCTION, COLORADO.

Table with columns: DATE, ISSUED FOR. Row 1: 03/16/2022, PERMIT.

Table with columns: DATE, JOB NO., DRAWN BY, CHECKED BY, SCALE, SHEET NUMBER. Row 1: 03/11/2022, 22-003, BCE, BCE, AS SHOWN, P0-1.

Table with columns: DATE, JOB NO., DRAWN BY, CHECKED BY, SCALE, SHEET NUMBER. Row 1: 03/11/2022, 22-003, BCE, BCE, AS SHOWN, P0-1.



- FLAG NOTES:**
1. CONTRACTOR TO FIELD COORDINATE LOCATION OF EXISTING WASTE LINE TO TIE NEW WASTE LINE INTO.
 2. CONTRACTOR SHALL FIELD VERIFY LOCATION AND CONFIRM EXISTING METER CAN HANDLE ADDITIONAL LOAD OF 199 MBH AND 225 CFH. GAS LINE HAS BEEN SIZED FOR LOW PRESSURE (LESS THAN 2 PSI).

PLUMBING - PROPOSED FLOOR PLAN
 SCALE: 1/4"=1'-0"
 NORTH

DO NOT REPRODUCE THESE DRAWINGS AND SPECIFICATIONS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER. THE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF THE SERVICE AND SHALL REMAIN THE PROPERTY OF THE DESIGNER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANYONE ON ANY OTHER PROJECTS FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER.



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 GRAND JUNCTION, COLORADO

DATE:	ISSUED FOR:
03/16/2022	PERMIT

DATE:	03/11/2022
JOB NO:	22-003
DRAWN BY:	BCE
CHECKED BY:	BCE
SCALE:	AS SHOWN
SHEET NUMBER:	P1-1

PLUMBING FIXTURE SCHEDULE									
FIXTURE NO.	DESCRIPTION	MANUFACTURER	MODEL	TRIM	PIPING CONNECTIONS				OPTIONS-ACCESSORIES
					S/W	VENT	C.W.	HW	
MS-1	MOP SERVICE SINK	FIAT	MSB2424	FAUCET # 830AA WITH TOP BRACE	3"	1-1/2"	1/2"	1/2"	TERRAZO BASIN, FRONT DROPS, SS CAP, FLAT GRID DRAIN, VACUUM BREAKER, WALL GUARDS.
WB-1	REFRIGERATOR WALL BOX	OATEY	39140		-	-	1/2"	-	
WSB-1	WASHER SUPPLY BOX	OATEY	38995		2"	-	1/4"	1/4"	WATER HAMMER ARRESTOR, PRESSURE SHOCK ARRESTORS, QUICK CLOSING VALVES.

PLUMBING SPECIFICATION

1. SCOPE OF WORK

A. THE CONTRACTOR IS RESPONSIBLE FOR ALL WORK, MATERIALS, AND LABOR TO SATISFY A COMPLETE WORKING SYSTEM WHETHER SPECIFIED OR IMPLIED.

B. ALL WORK IS TO BE PERFORMED IN STRICT COMPLIANCE WITH THE INTERNATIONAL PLUMBING CODE (LATEST EDITION), ALL LOCAL CODES AND ALL OTHER REGULATION GOVERNING WORK OF THIS NATURE.

C. THE CONTRACTOR SHALL BEFORE SUBMITTING ANY PROPOSAL EXAMINE THE PROPOSED SITE AND SHALL DETERMINE FOR HIMSELF THE CONDITIONS THAT MAY AFFECT THE WORK. NO ALLOWANCE SHALL BE MADE IF THE CONTRACTOR FAILS TO MAKE SUCH EXAMINATIONS.

D. ALL EQUIPMENT AND MATERIALS SHALL BE AS SPECIFIED OR "APPROVED AS EQUAL" BY THE ENGINEER OR ARCHITECT.

2. PERMITS

A. THE CONTRACTOR SHALL SECURE ALL PERMITS OR APPLICATIONS AND PAY ANY AND ALL FEES.

3. SHOP DRAWINGS

A. SUBMIT MATERIAL LIST AND SHOP DRAWINGS FOR MAJOR EQUIPMENT TO THE ARCHITECT/ENGINEER FOR APPROVAL. THE CONTRACTOR SHALL SUBMIT FIVE SETS OF SHOP DRAWINGS AND THEY SHALL BE CLEARLY LABELED.

4. DOMESTIC WATER SUPPLY PIPING

A. UNDERGROUND: PROVIDE TYPE "K" SOFT DRAWN COPPER TUBING WITH BRAZED CONNECTIONS OR PEX PIPING.

B. ABOVE GROUND: PROVIDE PEX PIPING OR TYPE "L" HARD DRAWN COPPER TUBING WITH 125 PSI SOLDER JOINTS, COPPER OR BRASS FITTINGS. ALL SOLDER TO BE "NO LEAD" TYPE.

C. ALL HOT WATER PIPING TO BE INSULATED WITH 1" FIBERGLASS INSULATION.

D. ALL COLD WATER PIPING TO BE INSULATED WITH 1/2" FIBERGLASS INSULATION.

5. SANITARY/STORM DRAINAGE AND VENT PIPING

A. ABOVE GRADE:

-2" BELOW: SCHEDULE 40 GALV. STEEL PIPE WITH SCREWED ENDS OR SOLID CORE SCHEDULE 40 PVC WITH SOLVENT JOINTS OR DWV COPPER WITH SOLDER JOINTS. ALL SOLDER TO BE "NO LEAD" TYPE.

-3" AND ABOVE: SERVICE WT. CAST IRON WITH NO-HUB OR BELL AND SPIGOT JOINTS, OR SOLID CORE SCHEDULE 40 PVC WITH SOLVENT JOINTS.

B. BELOW GRADE: SERVICE WT. CAST IRON WITH NO-HUB OR BELL AND SPIGOT JOINTS, OR SOLID CORE SCHEDULE 40 PVC WITH SOLVENT JOINTS.

C. PVC PIPING SHALL NOT BE USED IN AIR PLENUM CEILINGS AND SHALL NOT CROSS FIRE RATED WALLS, CEILINGS, OR FLOORS.

D. DRAINAGE PIPING SHALL BE RUN AS STRAIGHT AS POSSIBLE AND SHALL HAVE LONG TURN FITTINGS.

E. DRAINAGE PIPING 3" SIZE AND SMALLER SHALL RUN AT A UNIFORM GRADE OF AT LEAST 1/8" PER FOOT. AND PIPING LARGER THAN 3" SHALL BE RUN AT A GRADE OF NO LESS THAN 1/8" PER FOOT.

F. ALL VENT PIPING SHALL BE SLOPED TO DRAIN BACK TO FIXTURES.

G. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER FLASHING OF THE VENT PIPING RUN THROUGH THE ROOF.

H. PVC USED TO BE SOLID CORE TYPE SCHEDULE 40 PVC.

7. PIPE SUPPORTS

A. ABOVE GRADE: ALL PIPE SHALL BE SUPPORTED FROM THE BUILDING STRUCTURE IN A NEAT AND WORKMANLIKE MANNER. THE USE OF WIRE AND PERFORATED METAL TO SUPPORT PIPES WILL NOT BE PERMITTED. SPACING OF PIPE SUPPORTS SHALL BE AS SPECIFIED IN INTERNATIONAL PLUMBING CODE (LATEST EDITION).

B. BELOW GRADE: EARTH SHALL BE EXCAVATED TO A MINIMUM DEPTH WITH AN EVEN SURFACE TO INSURE SOLID BEARING OF PIPE FOR ITS ENTIRE LENGTH.

-INTERIOR: THE PIPE SHALL BE INSTALLED (UNLESS OTHERWISE SPECIFIED) A MINIMUM OF 4 INCHES BELOW THE BOTTOM OF THE SLAB AND SHALL NOT BE IN ANY DIRECT CONTACT WITH THE CONCRETE AT ANY POINT.

-EXTERIOR: THE WATER PIPE SHALL HAVE A MINIMUM OF 60" OF COVER AND THE SANITARY WASTE PIPE SHALL HAVE A MINIMUM OF 24" OF COVER.

8. MISCELLANEOUS

A. COORDINATE INSTALLATION OF ALL ROOFS FLASHING AT ROOF PENETRATIONS.

B. DO NOT SCALE THIS DRAWING FOR EXACT DIMENSIONS. VERIFY ALL FIGURES, CONDITIONS AND DIMENSIONS AT THE JOB SITE.

C. THE PLUMBING PLANS ARE INTENDED TO BE DIAGRAMMATIC AND ARE BASED ON ONE MANUFACTURER'S EQUIPMENT. THEY ARE NOT INTENDED TO SHOW EVERY ITEM IN ITS EXACT LOCATION. THE EXACT DIMENSIONS OR ALL THE DETAILS OF THE EQUIPMENT. THE CONTRACTOR SHALL VERIFY THE ACTUAL DIMENSIONS OF THE EQUIPMENT PROPOSED TO ENSURE THAT THE EQUIPMENT WILL FIT THE AVAILABLE SPACE.

9. TESTING

A. PLUMBING SYSTEM SHALL BE FLOW AND PRESSURE TESTED IN ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE (LATEST EDITION).

10. GUARANTEE

A. MATERIALS, EQUIPMENT AND INSTALLATION SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR FROM DATE OF ACCEPTANCE. DEFECTS WHICH APPEAR DURING THAT PERIOD SHALL BE CORRECTED AT THIS CONTRACTORS EXPENSE.

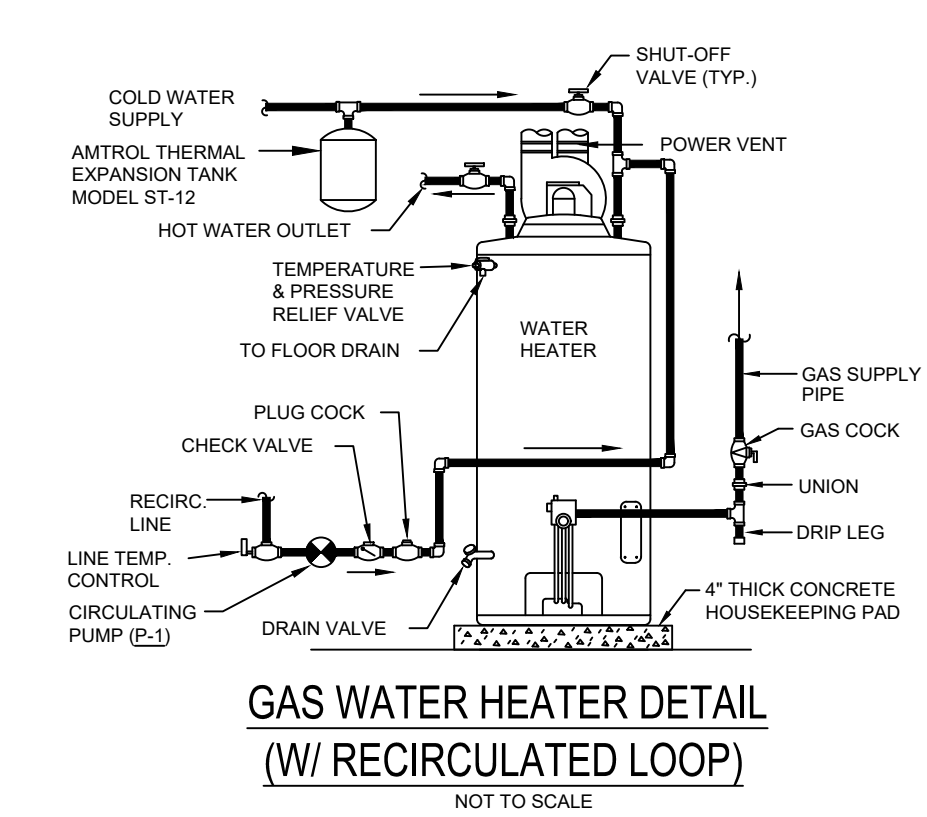
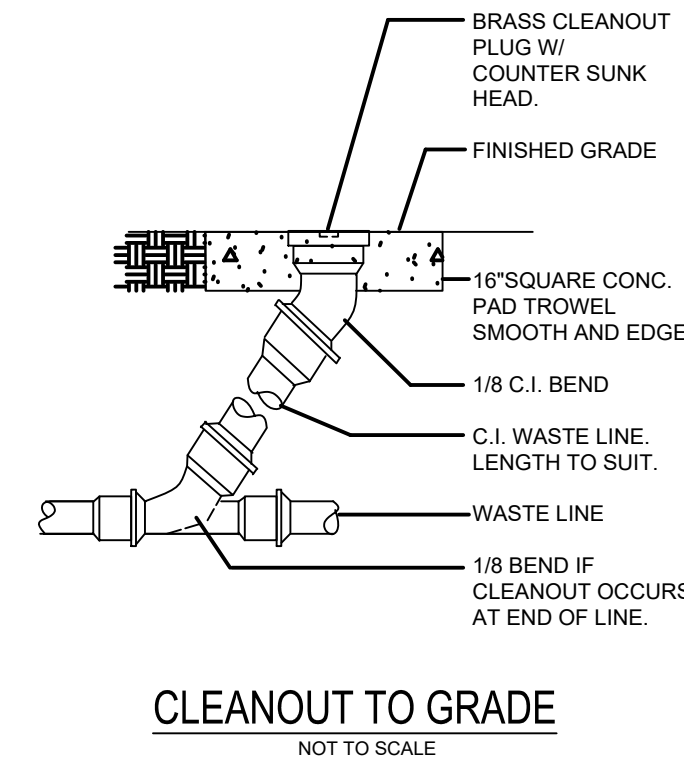
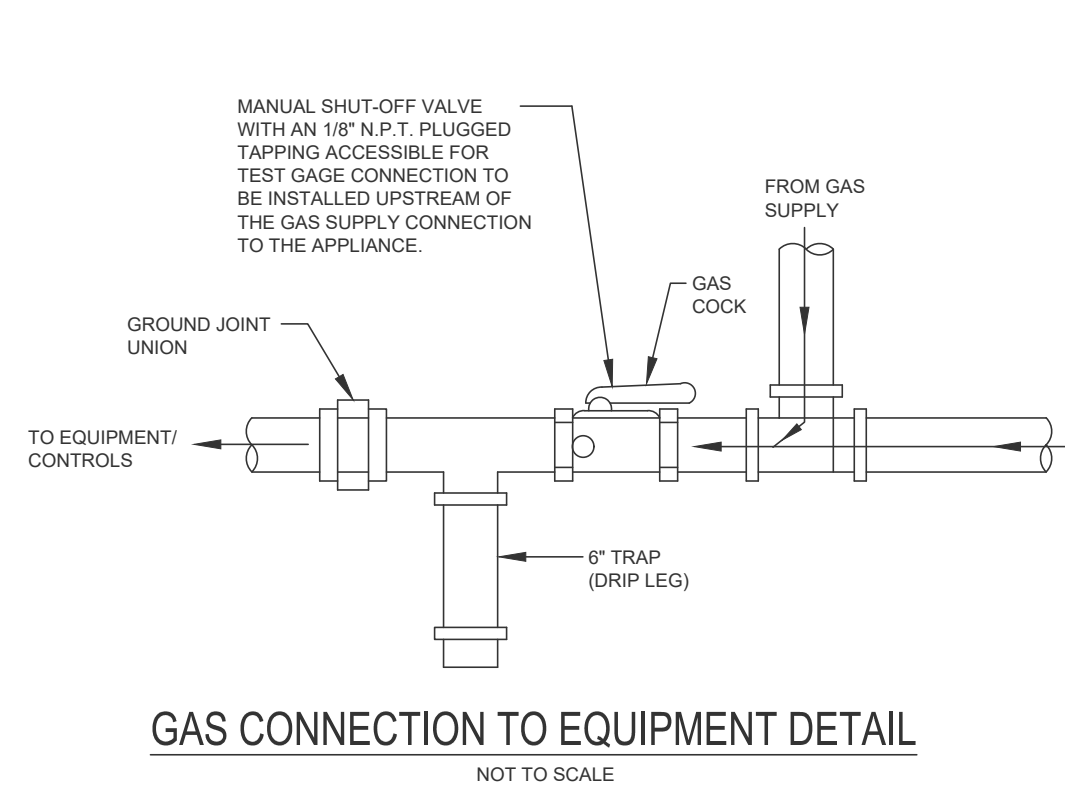
B. FOR THE SAME PERIOD THE PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PREMISES CAUSED BY DEFECTS IN WORKMANSHIP OR IN THE WORK OR EQUIPMENT FURNISHED AND/OR INSTALLED BY HIM.

PUMP SCHEDULE										
EQUIPMENT NO.	SERVICE	LOCATION	GPM	HEAD (FT.)	MOTOR				MANUFACTURER & MODEL	OPTIONS/ACCESSORIES
					WATTS	RPM	V./PH./HZ.	FLA		
CP-1	WH-1	INLINE	0.5	4	44	1590-4830	120/1/60	0.54	TACO 006E3	NOTE-1

NOTES:
1. PROVIDE WITH FACTORY CONTROLS. PUMP TO BE RATED FOR POTABLE USE.

GAS FIRED WATER HEATER SCHEDULE							
EQUIPMENT NO.	CAPACITY	RECOVERY @90 DEG F. RISE	BTU PER HR.	GAS CONN.	WATER CONN.	MANUFACTURER & MODEL	OPTIONS/ACCESSORIES
WH-1	100	261	199,900	1/2"	3/4"	A.O SMITH BTH-199(A)	ASME RELIEF VALVE

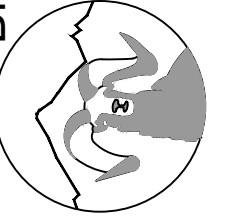
NOTES:
1. ASME RELIEF VALVE, HIGH ALTITUDE KIT SIZED PER LOCATION ELEVATION.



DO NOT REPRODUCE THESE DRAWINGS AND SPECIFICATIONS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER. THE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF THE SERVICE AND SHALL REMAIN THE PROPERTY OF THE DESIGNER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANYONE ON ANY OTHER PROJECTS FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER.



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**CITY OF GRAND JUNCTION
DAYCARE FACILITY**
545 24 1/2 ROAD
GRAND JUNCTION, COLORADO

DATE:	ISSUED FOR:
03/16/2022	PERMIT

DATE:	03/11/2022
JOB NO:	22-003
DRAWN BY:	BCE
CHECKED BY:	BCE
SCALE:	AS SHOWN
SHEET NUMBER:	P2-1

PRODUCT SPECIFICATIONS

Dayton Stainless Steel 15" x 15" x 5-3/16", Single Bowl Top Mount Bar Sink + Faucet Kit. Sink is manufactured from 23 gauge 300 series Stainless Steel with a Satin finish, Center drain placement, and Bottom only pads.

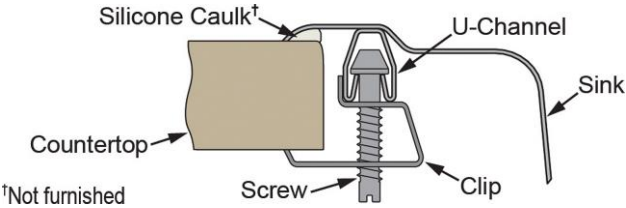
Installation Type:	Top Mount
Material:	300 series Stainless Steel
Finish:	Satin
Gauge:	23
Sound Deadening:	Bottom only pads
Number of Bowls:	1
Sink Dimensions:	15" x 15" x 5-3/16"
Bowl 1 Dimensions:	12" x 10" x 5"
Drain Size:	2" (51mm)
Drain Location:	Center
Minimum Cabinet Size:	18"
Mounting Hardware:	Part # 64090004 included for countertops up to 3/4" (19mm) thick
Cutout Template #:	1000001240

Template is available for download at [elkay.com](#)

Cutout Dimensions for Top Mount Installation:

14-3/8" x 14-3/8" (365mm x 365mm) with 1-1/2" (38mm) corner radius

Installation Profile:



OPTIONAL ACCESSORIES

Hardware:	LK364, LK463
Sinkmate:	LKSMHSL



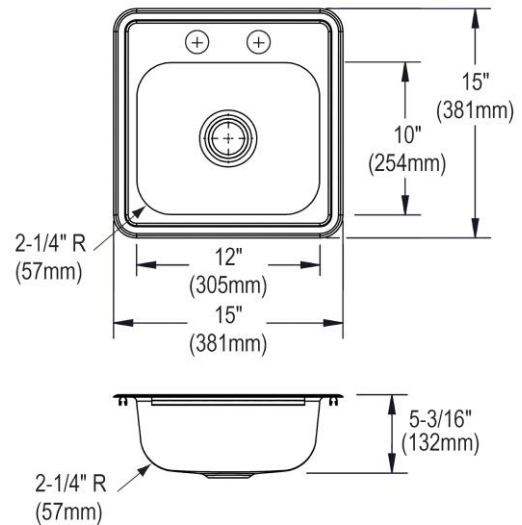
Included with Product: sink, LKA2475LF faucet, drain

AMERICAN PRIDE. A LIFETIME TRADITION. Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.

Product Compliance: ASME A112.19.3/CSA B45.4
Faucet: ASME A112.18.1/CSA B125.1
NSF 61
NSF 372 (lead free)
Accessory: ASME A112.18.2/CSA B125.2

[Clean and Care Manual \(PDF\)](#)
[Installation Instructions \(PDF\)](#)
[Limited Lifetime Warranty \(PDF\)](#)

1-1/4" (32mm) Diameter Faucet Holes on 4" (102mm) Centers



PART: _____ QTY: _____
 PROJECT: _____
 CONTACT: _____
 DATE: _____
 NOTES: _____
 APPROVAL: _____

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit [elkay.com](#) for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

PRODUCT SPECIFICATIONS

Elkay Countertop Fountain, Non-Filtered Non-Refrigerated Stainless. Furnished with Push Button bubbler. Mechanical Top Bubbler Button activation. Product shall be Countertop mounted, for Indoor + Outdoor applications, serving 1 station(s). Unit shall be lead-free design which is certified to NSF/ANSI 61 & 372 (lead free) and meets Federal and State low-lead requirements.

Finish:	Stainless Steel
Power:	No Electrical Required
Bubbler Style:	Push Button
Activation by:	Mechanical Top Bubbler Button
Mounting Type:	Countertop
Dimensions (L x W x H):	14-3/8" x 14-3/8" x 10-3/8"
Approx. Shipping Weight:	7 lbs.
Installation Location:	Indoor + Outdoor
No. of Stations Served:	1

- Mechanically-Activated bubbler continues to supply water in event of service disruptions.



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Included with Product: Fountain

PRODUCT COMPLIANCE

ASME A112.19.3/CSA B45.4

Buy American Act

NSF/ANSI 61 & 372 (lead free)



[Installation Instructions \(PDF\)](#)

Water Systems are warranted for 12 months from date of installation. **Warranty pertains to drinking water applications only. Non-drinking water applications are not covered under warranty.**

[Warranty \(PDF\)](#)

OPTIONAL ACCESSORIES

EWF172 - Elkay WaterSentry VII Filter Kit (Coolers + Fountains)

LK1110 - Elkay Glass Filler

LK1114 - Elkay Glass Filler Chrome 2-1/2" x 10"

PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.

PRODUCT SPECIFICATIONS

Elkay Lustertone Stainless Steel 17" x 22" x 10-1/8", Single Bowl Top Mount Sink. Sink is manufactured from 18 gauge 304 Stainless Steel with a Lustertone finish, Center drain placement, and Bottom only pads.

Installation Type:	Top Mount
Material:	304 Stainless Steel
Finish:	Lustertone
Gauge:	18
Sound Deadening:	Bottom only pads
Number of Bowls:	1
Sink Dimensions:	17" x 22" x 10-1/8"
Bowl 1 Dimensions:	13-1/2" x 16" x 10"
Drain Size:	3-1/2" (89mm)
Drain Location:	Center
Minimum Cabinet Size:	21"
Mounting Hardware:	Part # 64090012 included for countertops up to 3/4" (19mm) thick
Cutout Template #:	1000001289

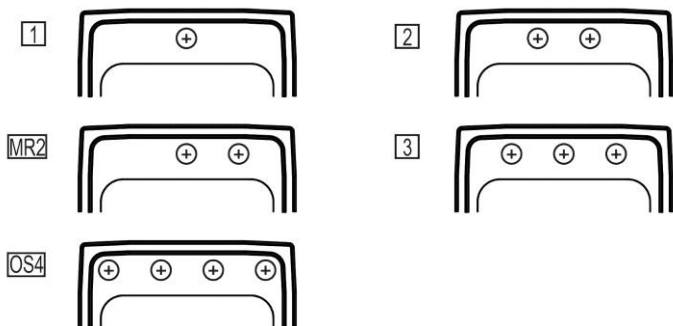
Template is available for download at [elkay.com](#)

Cutout Dimensions for Top Mount Installation:

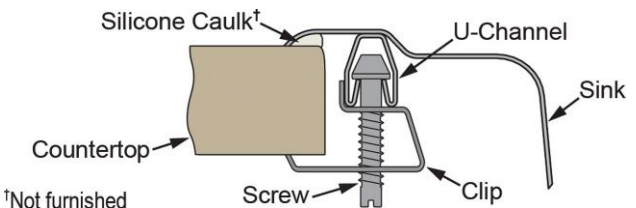
16-3/8" x 21-3/8" (416mm x 543mm) with 1-1/2" (38mm) corner radius

Hole Drilling Configurations:

1-1/2" (38mm) Diameter Faucet Holes on 4" (102mm) Centers



Installation Profile:



PART: _____ QTY: _____
 PROJECT: _____
 CONTACT: _____
 DATE: _____
 NOTES: _____
 APPROVAL: _____



AMERICAN PRIDE. A LIFETIME TRADITION. Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.

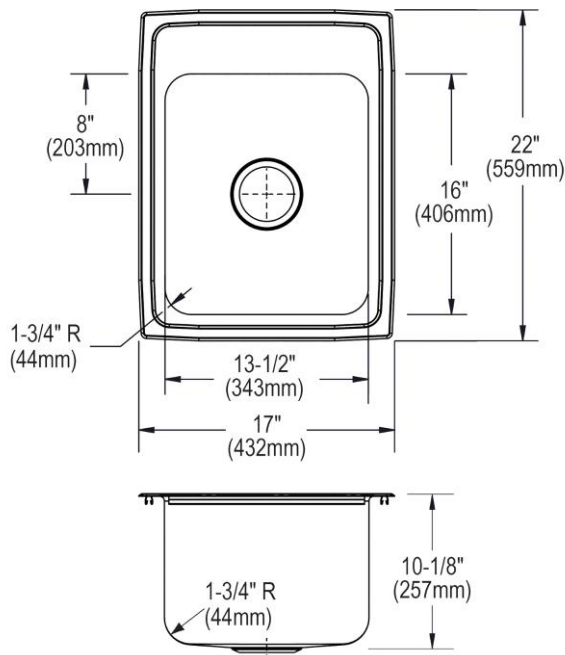


Sinks are listed by IAPMO[®] as meeting the applicable requirements of the Uniform Plumbing Code[®], International Plumbing Code[®], and National Plumbing Code of Canada.

Product Compliance: ASME A112.19.3/CSA B45.4
BUY AMERICAN ACT

- [Clean and Care Manual \(PDF\)](#)
- [Installation Instructions \(PDF\)](#)
- [Limited Lifetime Warranty \(PDF\)](#)

Similar models are available with: CuVerro antimicrobial copper, Perfect Drain



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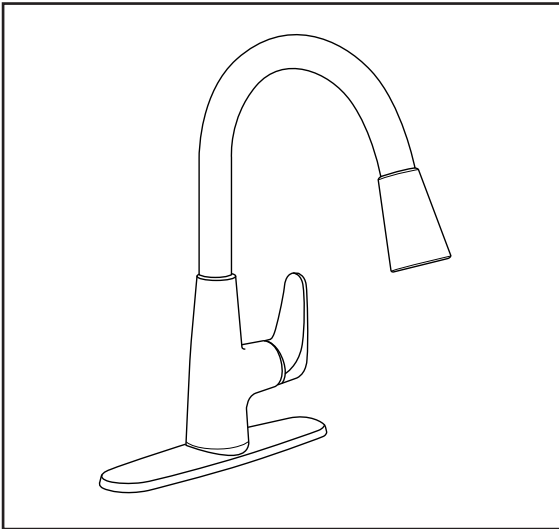
OPTIONAL ACCESSORIES

Bottom Grid:	LKWBG1316SS
Cutting Board:	CB1613, CB1713, CBS1316
Drain:	LK99
Faucet:	LKGT1041, LKGT2041
Hardware:	LK364, LK463
Rinsing Basket:	LKWRB1316SS, LKWERBSS
Sinkmate:	LKSMHSL
Soap Dispenser:	LKGT1054

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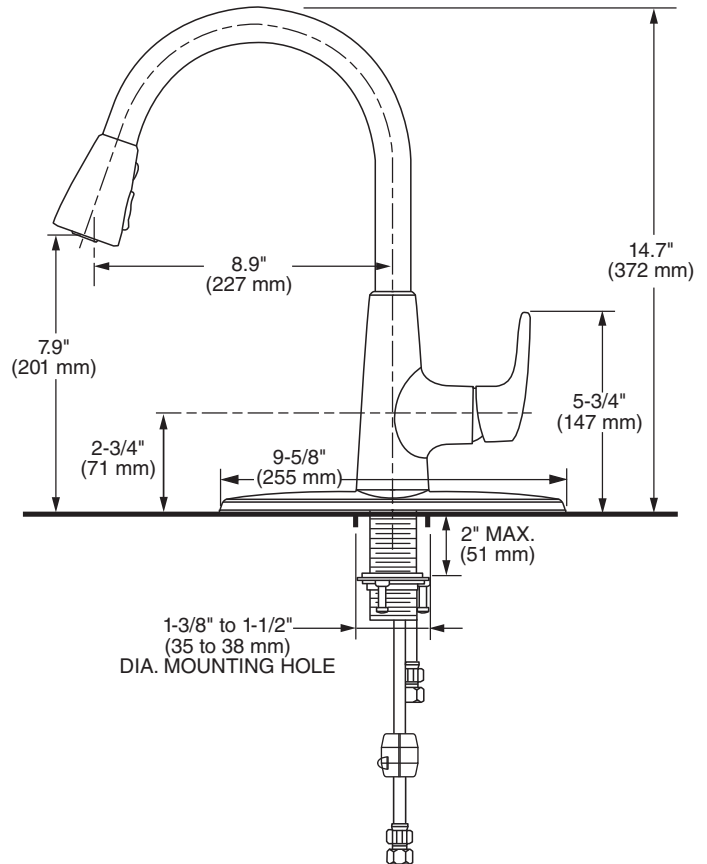
*American
Standard*

COLONY® PRO
SINGLE CONTROL KITCHEN FAUCET
WITH PULL-DOWN SPRAY



MODEL NUMBER:

☐ **7074.300 Pull-Down Faucet**



GENERAL DESCRIPTION:

Metal body and handle with brass swivel spout. Pull-down spray with adjustable spray pattern and pause feature. Nylon braided pull out hose complete with two integral check valves. Washerless 35 mm ceramic disc valve cartridge. 24" Flexible, color coded braided stainless steel supply hoses with 3/8" compression connections. Mounting shank with brass fixation ring. 1.5 gpm/5.7 L/min. maximum flow rate. Fitting can be mounted with or without metal escutcheon plate.

PRODUCT FEATURES:

Ceramic Disc Valve Cartridge: Assures a lifetime of smooth handle operation and drip-free performance.

Metal Construction: Quality materials for durability & long life.

Memory Position Valving: Allows user to turn valve on and off at preferred temperature setting without readjusting handle position each time.

Lead Free: Faucet contains $\leq 0.25\%$ total lead content by weighted average.

Pull-down Spray: Adjustable spray pattern-stream to spray and pause feature.

Integral Check Valves: Prevents back flow.

Choice of Finishes: Choice of Polished Chrome or Stainless Steel (PVD).

SUGGESTED SPECIFICATION

Single control kitchen faucet shall feature a metal body with pull-down spray. Shall also feature washerless ceramic disc valve cartridge, flexible stainless steel supply hoses and two integral check valves. Fitting shall be American Standard Model # 7074.300.____.

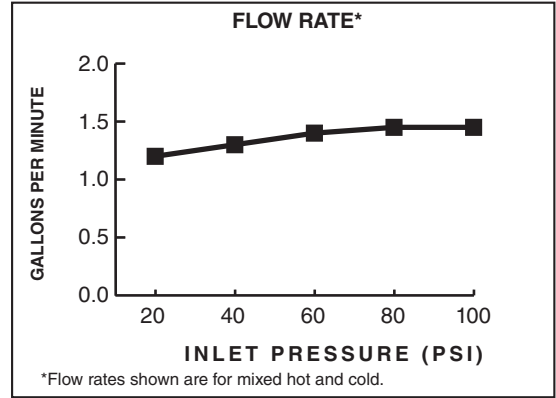


COLONY® PRO
SINGLE CONTROL KITCHEN FAUCET
WITH PULL-DOWN SPRAY

CODES AND STANDARDS

These products meet or exceed the following codes and standards:

- ANSI A117.1**
- ASME A112.18.1**
- CSA B125.1**
- NSF 61/Section 9**
- NSF 372**



1.5 gpm/5.7 L/min. FLOW RATE

Product Number	Description	Finish Options	
		Polished Chrome	PVD Stainless Steel
7074.300	Pull-Down Kitchen Faucet	002	075

Meets the American Disabilities Act Guidelines and **ANSI A117.1** Requirements for the physically challenged.

PRODUCT SPECIFICATIONS

Elkay Lustertone Stainless Steel 33" x 22" x 10-1/8", Equal Double Bowl Top Mount Sink. Sink is manufactured from 18 gauge 304 Stainless Steel with a Lustertone finish, Center drain placement, and Bottom only pads.

Installation Type:	Top Mount
Material:	304 Stainless Steel
Finish:	Lustertone
Gauge:	18
Sound Deadening:	Bottom only pads
Number of Bowls:	2
Sink Dimensions:	33" x 22" x 10-1/8"
Bowl 1 Dimensions:	13-1/2" x 16" x 10"
Bowl 2 Dimensions:	13-1/2" x 16" x 10"
Drain Size:	3-1/2" (89mm)
Drain Location:	Center
Minimum Cabinet Size:	36"
Mounting Hardware:	Part # 64090014 included for countertops up to 3/4" (19mm) thick
Cutout Template #:	1000001189

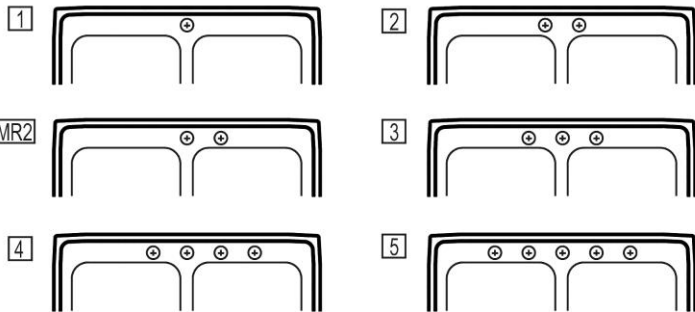
Template is available for download at [elkay.com](#)

Cutout Dimensions for Top Mount Installation:

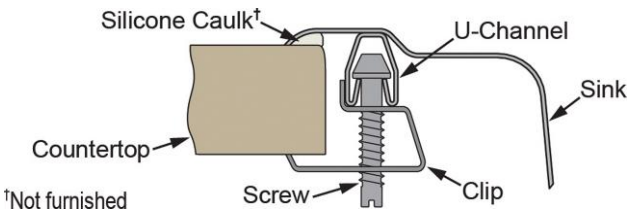
32-3/8" x 21-3/8" (822mm x 543mm) with 1-1/2" (38mm) corner radius

Hole Drilling Configurations:

1-1/2" (38mm) Diameter Faucet Holes on 4" (102mm) Centers



Installation Profile:



PART: _____ QTY: _____

PROJECT: _____

CONTACT: _____

DATE: _____

NOTES: _____

APPROVAL: _____



AMERICAN PRIDE. A LIFETIME TRADITION.

Like your family, the Elkay family has values and traditions that endure. For almost a century, Elkay has been a family-owned and operated company, providing thousands of jobs that support our families and communities.



Sinks are listed by IAPMO® as meeting the applicable requirements of the Uniform Plumbing Code®, International Plumbing Code®, and National Plumbing Code of Canada.

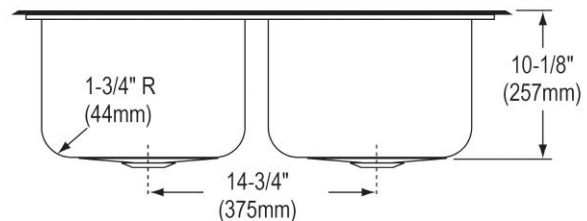
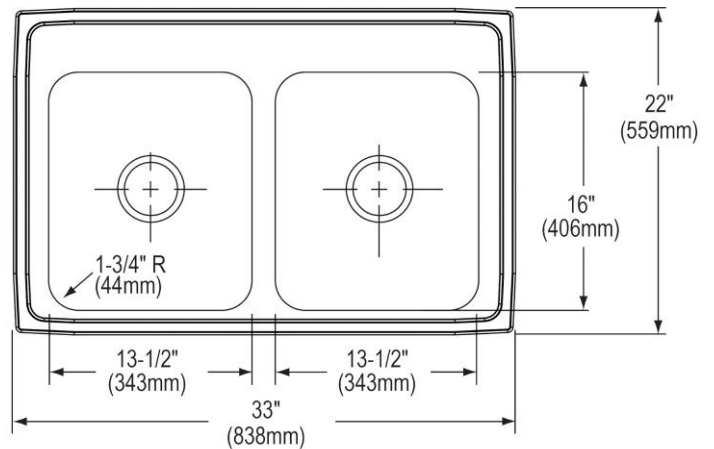
Product Compliance: ASME A112.19.3/CSA B45.4
BUY AMERICAN ACT

[Clean and Care Manual \(PDF\)](#)

[Installation Instructions \(PDF\)](#)

[Limited Lifetime Warranty \(PDF\)](#)

Similar models are available with: Perfect Drain



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OPTIONAL ACCESSORIES

Bottom Grid:	LKWBG1316SS
Cutting Board:	CB1613, CB1713, CBS1316
Drain:	LK99
Faucet:	LKGT1041, LKGT2041
Hardware:	LK364, LK463
Rinsing Basket:	LKWRB1316SS, LKWERBSS
Sinkmate:	LKSMHSL
Soap Dispenser:	LKGT1054

In keeping with our policy of continuing product improvement, Elkay reserves the right to change product specifications without notice. Please visit elkay.com for the most current version of Elkay product specification sheets. This specification describes an Elkay product with design, quality, and functional benefits to the user. When making a comparison of other producers' offerings, be certain these features are not overlooked.



Purchasing Division

ADDENDUM NO. 1

DATE: April 25, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Daycare Center Plumbing IFB-5061-22-KH

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

Please make note of the following clarifications:

1. **Q:** I see the kitchen area is labeled food prep, there are no gas lines drawn? So does this mean waste can be piped direct? Or do we need to install floor sinks and pipe in a grease line and grease interceptor?
A: There are no gas appliances in the kitchen. We are not required by Persigo to install a grease interceptor and floor sink. The dish wash/food prep sink is required to have an air gap which is in the scope of work.
2. **Q:** Since we are running 1 water heater supplying hot water to kitchen and bathrooms, what temperature water will be required to kitchen equipment? Assuming 140 degree water is required to kitchen equipment, do we need tempering valves at lavatories and hand sinks?
A: The kitchen will require 140 degree water for dish washing and the dishwasher. The dishwasher located in the Infant Room will also require 140 degree water. To accomplish this local tempering valves will be needed below each lavatory and hand sink.
3. The following shall be added to 3.5. Scope of Work.
 6. All copper for domestic eater service to restrooms and sinks in the existing structure will remain in place and exposed in ceiling for the contractor to utilize during the remodel process.
 7. Concrete removal and replacement for the staff restroom located in the northwest corner of the existing building will be done by others (the City).

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 "Kassy Hackett".

Kassy Hackett, Buyer
City of Grand Junction, Colorado

4. Contractor's Bid Form

Bid Date: 4/27/2022

Project: **IFB-5061-22-KH "Daycare Center Plumbing Installation"**

Bidding Company: Raven Plumbing, Heating & Backflow Prevention, INC

Name of Authorized Agent: Gavin Gallegos

Email ravenoffice1@gmail.com

Telephone 970-241-5779 Address 685 W Gunison Ave #107

City Grand Junction State CO Zip 81501

The undersigned Bidder, in compliance with the Invitation for Bids, 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 Solicitation 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 Solicitation documents, of which this Contractor's Bid 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 Bidders, 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 bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid 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 bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the 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 day.

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

State number of Addenda received: _____.

It is the responsibility of the Bidder 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: Raven Plumbing, Heating & Backflow Prevention, INC

Authorized Signature: _____

Title: President

PRICE BID SCHEDULE: IFB-5061-22-KH Daycare Center Plumbing Installation

Item No.	Description	Total Price
1	All labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, and all other costs related to the successful completion of the plumbing installation of 545 25 ½ Road, Grand Junction, CO 81505, as per the solicitation documents.	\$76,294.16

Total Bid Price Written: Seventy six thousand, two hundred ninty four and sixteen cents.

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

Company: Raven Plumbing, Heating & Backflow Prevention, INC

Authorized Signature:  _____

Title: President

Bidder proposes to subcontract the following portion of Work:

Name & address of Sub-Contractor	Description of work to be performed	% of Contract
<u>Raven Plumbing</u>	<u>Plumbing</u>	<u>100</u>
<u>685 W Gunnison Ave #107</u>	_____	_____
<u>Grand Junction, CO 81501</u>	_____	_____
_____	_____	_____

The undersigned Bidder acknowledges the right of the City to reject any and all Bids submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, Raven Plumbing, Heating, & Backflow Prevention, Inc (an individual, a partnership, ^x a corporation incorporated in the State of Colorado) as Principal, and Merchants National Bonding, Inc (incorporated in the State of Iowa) as Surety, are held and firmly bound unto the City of Grand Junction, Colorado, (hereinafter called "City") in the penal sum of Five Percent of Bid Amount (5 %), lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has submitted the accompanying Bid dated April 27, 2022 for construction of Daycare Center Plumbing Installation (the Project) for the City and

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit with the City either a cashier's check or a certified check equivalent to not less than five percent of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in event of a failure to execute the proposed Contract for such construction and to provide the required Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as a penalty for the Principal's failure to perform.

NOW, THEREFORE, if the Principal shall, within the period specified therefore, on the attached prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the faithful performance and the proper fulfillment of said Contract, provide Certificates of Insurance as required by said Contract, and provide all other information and documentation required by the Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the City and the City prevails, the principal and surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Dated this 27th day of April, 2022.

Principal: Raven Plumbing, Heating, & Backflow Prevention, Inc

Address: 685 W Gunnison Ave, Ste. 107
Grand Junction, CO 81501

Signed:  (seal)

Title: Gavin Gallegos President

Surety: Merchants National Bonding, Inc

Address: P.O. Box 14498
Des Moines IA 50306-3498

Signed:  (seal)

Title: Darren Coltrinari Attorney-in-Fact

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power-of-attorney for the Surety's agent.

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

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

Darren Coltrinari

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

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April, 2022.



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

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 27th day of April, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of April, 2022.



William Warner Jr.
Secretary

MERCHANTS
BONDING COMPANYTM

MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. (“Merchants”) deems the digital or electronic image of Merchants’ corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS NATIONAL BONDING, INC.



By: _____

Larry Taylor

Larry Taylor, President