

CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 2nd day of June, 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 Barnes Electric 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 Fire Alarm System Installation IFB-5070-22-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

<u>Contract Documents</u>: 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 Fire Alarm System 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

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

ARTICLE 3

<u>Contract Work:</u> 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 Twenty-Two Thousand Three Hundred Thirty-One and 00/100 Dollars (\$22,331.00). If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

ARTICLE 6

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

ARTICLE 7

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

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

The Contract is executed in two counterparts.

City of Grand Junction, Colorado

By: Duane Hoff Jr., Contract Idministrator - City of Grand Junction

Duane Hoff Jr., Contract Administrator

Date

Barnes Electric

By: Chad Currie, Barnes Electric	5/31/2022	
Chad Currie, Barnes Electric	Date	

PROJECT MANAGER



NOTICE OF AWARD

Date: June 2, 2022

Company: Barnes Electric

Project: Daycare Center Fire Alarm System Installation IFB-5070-22-KH

You have been awarded the City of Grand Junction Daycare Center Fire Alarm System Installation IFB-5070-22-KH for the sum price of **Twenty-Two Thousand Three Hundred Thirty-One and 00/100 Dollars (\$22,331.00)**.

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

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:

BARNES ELECTRIC

Docusigned by: Chad Currie, Barnes Electric TCDASSTABGLIDATS
PROJECT MANAGER
5/31/2022



Purchasing Division

Invitation for Bid

IFB-5070-22-KH

DAYCARE CENTER FIRE ALARM SYSTEM INSTALLATION

Responses Due:

May 17, 2022 prior to 2:00 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 <u>MUST</u> 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 a turn key new Fire Alarm system 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 May 3, 2022 at 3:30pm. 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 <u>Purchasing Policy and Procedure Manual</u>.
- 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 <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

Solicitation Opening, Daycare Center Fire Alarm System Installation IFB-5070-22-KH Tue, May 17, 2022 2:00 PM - 2:30 PM (MDT)

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

https://meet.goto.com/409000893

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

United States: +1 (872) 240-3412

- One-touch: tel:+18722403412.,409000893#

Access Code: 409-000-893

Join from a video-conferencing room or system. Dial in or type: 67.217.95.2 or inroomlink.goto.com

Meeting ID: 409 000 893

Or dial directly: 409000893@67.217.95.2 or 67.217.95.2##409000893

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.gicity.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. Offeors 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, cleanup, 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. 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.
- 2.23. 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.
- 2.24. 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.
- 2.25. 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.
- **2.26. 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.
- **2.27. 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.
- 2.28. Uncovering & Correction of Work: The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the solicitation documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the 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;
- 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 a turn key new Fire Alarm system in the Daycare building. The work is to be done in two phases.

Phase 1 (Remodel):

Shall consist of the fire alarm system installation in the existing building.

Phase 2 (Addition):

Shall consist of the fire alarm system 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: <u>Prospective bidders are encouraged to attend</u> <u>a non-mandatory site visit on May 3, 2022 at 3:30pm.</u> 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. <u>During Installation</u>, 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. <u>During Construction</u>, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator duaneh@gicity.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.

3.2.8 Time of Completion: The scheduled time of Completion for the Project for Phase One is to be completed by June 30th. The scheduled time of Completion for the Project for Phase Two completion date is to be determined on addition build.

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.

3.2.9 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.

- **3.2.10 Licenses and Permits:** The Contractor 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. Contractor shall obtain the required permits.
 - 2. Refer to the attached Bighorn Engineering electrical plans for a representation of the scope of work.
 - 3. The electrical plans may not show all required devices to meet fire code. Contractors fire alarm system shall meet all required codes for this type of facility.
 - 4. Building occupancy is roughly 70, 60 children and 10 adults.

- 5. Fire alarm control panel shall have a cellular dialer to dial out to the monitoring company.
- 6. Electrical connections for the FACP to be done by others.
- 7. Include pricing for one year of cellular service and one year of alarm monitoring.
- 8. With your bid form, please also submit information on the brand of equipment you propose to use and your device list.

3.6. Attachments:

Electrical Plans/Drawings - Attachment 1

- **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 26, 2022
Non-Mandatory Site Visit	May 3, 2022
Inquiry deadline, no questions after this date	May 10, 2022
Addendum Posted	May 11, 2022
Submittal deadline for proposals	May 17, 2022
Notice of Award & Contract execution	May 23, 2022
Insurance Cert due	May 30, 2022
Final Completion	Phase 1: June 30 th
·	Phase 2: TBD

4. Contractor's Bid Form Bid Date: Project: IFB-5070-22-KH "Daycare Center Fire Alarm System Installation" Bidding Company: _ Name of Authorized Agent: Telephone______Address_____ State____Zip_ City____ 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. percent of the net dollar will be offered to the Owner if the invoice is paid within Prompt payment discount of 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.

Authorized Signature:

Company: ___

PRICE BID SCHEDULE: IFB-5070-22-KH Daycare Center Fire Alarm System 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 install a turn key new fire alarm system at 545 25 ½ Road, Grand Junction, CO 81505, as per the solicitation documents.	

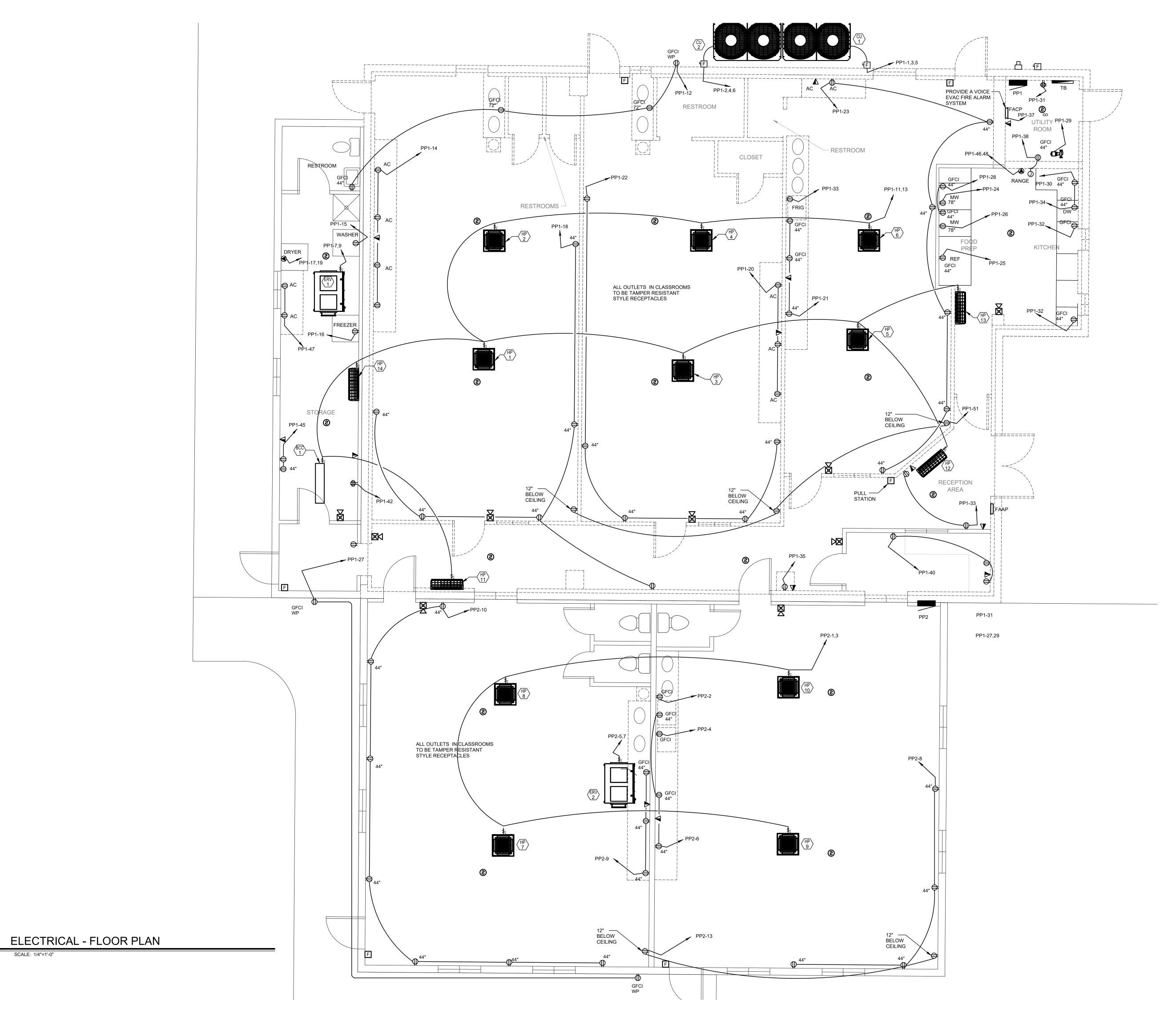
al Bi	d Price Written:
Вуз	signing below, the Undersigned agree to comply with all terms and conditions contained herei
Con	npany:
	horized nature:
Title	9:
<u>Lea</u>	d Times:
Вуз	signing below, the Undersigned agree to comply with all terms and conditions contained herei
Con	npany:
	horized nature:
Title	9 :

Bidder proposes to subcontract the following portion of Work:

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



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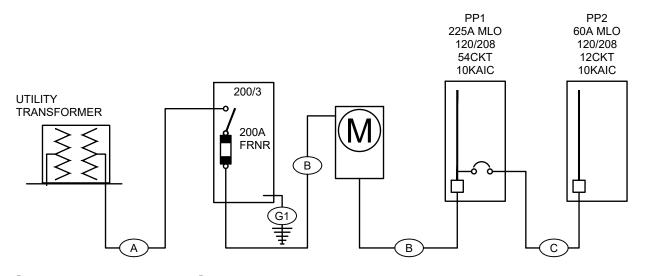
oad on, CO 81501 241-8709

UNCTION

DATE: ISSUED FOR: 03/16/2022

SHEET NUMBER:

March 16, 2022 - 4:40:32pm



ONE-LINE DIAGRAM

NOT TO SCALE

NOTES:

1. PROVIDE GROUNDING AND BONDING TO MEET THE 2020 NEC ARTICLE 250 REQUIREMENTS.

2. PROVIDE LABELING TO MEET THE REQUIREMENTS OF NEC 110.21.

WIRE SCHEDULE:

A 2 1/2"C - (4#250kCMIL(AL,XHHW))

B 2"C - (4#3/0AWG(CU,THHN) + 1#6AWG(CU)G)

C 1.25"C - (4#6AWG(CU,THHN) + 1#8AWG(CU)G)

G1 #2AWG CU TO METAL WATER PIPES AND STRUCTURAL STEEL #4AWG CU TO 20' UNCOATED CONCRETE ENCASED ELECTRODE

MECHANICAL EQUIPMENT SCHEDULE												
COMB: COMBINATION MOTOR STARTER NR: NONE REQUIRED CONT: CONTRACTOR MAG: MAGNETIC MOTOR STARTER P/I: PLUG-IN UNIT MAN: MANUAL MOTOR STARTER W/U: SUPPLIED WITH UNIT:												
UNIT NO	FUNCTION (NOTES)	LOAD	VOLTS	Ø	FULL LOAD AMPS	CONDUIT	NO.	WIRE	GRND WIRE SIZE	BRKR SIZE	START	DISC FUSE
BCC 1	BRANCH CIRCUIT CONTROLLER		208	1	1.82A	1/2"	2	12	12	20	NR	\$ ₂
	CONDENSING UNIT UNIT CU-2 IS SIMILAR	8 T	208	3	44.0	1"	3	6	10	60	NR	60 60
(ERV)	ENERGY RECOVERY UNIT UNIT ERV-2 IS SIMILAR	1 HP	208	1	7.7A	1/2"	2	12	12	20	NR	\$ ₂
HP 1	HEAT PUMP UNITS HP-2 THRU HP-10 ARE SIMILAR		208	1	0.50A	1/2"	2	12	12	20	NR	\$ ₂
HP 11	HEAT PUMP UNITS HP-12,13 & HP-14 ARE SIMILAR		208	1	0.24A	1/2"	2	12	12	20	NR	\$ ₂
(LV)	MOTORIZED LOUVER		120	1	1.0A	1/2"	2	12	12	20	NR	\$

	KITC	HEN	1 E	QU	IPM	ENT	S	CH.	EDI	ULE		
	COMBINATION MOTOR STARTER MAGNETIC MOTOR STARTER				NE REQU IG-IN UNI		MAN:	MANL		OR TOR STAR TH UNIT:	TER	
UNIT NO	FUNCTION (NOTES)	LOAD	VOLTS	Ø	FULL LOAD AMPS	CONDUIT	NO.	WIRE	GRND WIRE SIZE	BRKR SIZE	START	DISC FUSE
DW 1	DISHWASHER		208	1	17.5A	1/2"	2	10	10	30	NR	30 30
$\left\langle \begin{array}{c} RF \\ 1 \end{array} \right\rangle$	REFRIGERATOR		120	1	7.92	1/2"	2	12	12	20	NR	P/I
MW 1	MICROWAVE	1200W	120	1	10.0A	1/2"	2	12	12	20	NR	P/I

PANEL SCHEDULE -	PP2	TYPE: VOLTAGE: ENCLOSUR	PANELB 120/208 E: NEMA1	OARD		SIZE: BRKR: NTING:	60 60 FLUSH	4	PHASES: 3 WIRES: 4 SC RATING: 1000	NEUTRAL BUS: YES GROUND BUS: YES
LOAD TYPE	LOAD DESCRIPTION	N		AMPS POLES	CKT# LOAD	۵	CKT# LOAD	AMPS POLES	LOAD TYPE	LOAD DESCRIPTION
MECH YEAR ROUND	HP UNITS 7THRU 10)		15A 2P	1 100	А	2 1200	20A 1P	APPLIANCE	DISHWASHER GROUND FAULT BREAKER 5 MA
MECH YEAR ROUND					3 100	В	4 500	20A 1P	APPLIANCE	REFRIGERATOR GROUND FAULT BREAKER 5 MA
MECH YEAR ROUND	UNIT ERV-2			15A 2P	5 801	С	6 540	20A 1P	RECEPTACLE	COUNTER OUTLETS
MECH YEAR ROUND					7 801	А	8 720	20A 1P	RECEPTACLE	CLASSROOM OUTLETS
RECEPTACLE	COUNTER OUTLETS	S		20A 1P	9 540	В	10 720	20A 1P	RECEPTACLE	CLASSROOM OUTLETS
LIGHTING	LIGHTING 			20A 1P	11 850	С	12 200	20A 1P	SPARE	UNALLOCATED FUTURE
MISCELLANEOUS	FUTURE AIR CLEAN	IERS		20A 1P	13 400	A	14 200	20A 1P	SPARE	UNALLOCATED FUTURE
SPACE					15 0	В	16 0		SPACE	
SPACE					17 0	С	18 0		SPACE	
LOADS BY TYPE:	1				LOADS BY	Y PHASE	<u>-</u> =:			
LOAD TYPE	CONNECTED LOAD (VA)	DEMAND FACTOR	DEMAND LOAD (VA)		PHASE			CONNECTED LOAD (VA)	CONNECTED LOAD (AMPS)	BALANCE (PERCENT)
LIGHTING KITCHEN PROCESS RECEPTACLES	850.00 0.00 0.00 2520.00	1.25 0.00 1.00 1.00	1062.50 0.00 0.00 2520.00		A B C	_		3421.00 1860.00 2391.00	28.51 15.50 19.93	A-B: 54.4 B-C: 77.8 C-A: 69.9
MECH HEATING MECH COOLING	0.00 0.00	1.00 1.00	0.00 0.00			/AVERA	.GE	7672.00	21.31	67.4
MECH YEAR ROUND APPLIANCE MISCELLANEOUS MOTOR SPARE LARGEST MOTOR 1	1802.00 1700.00 400.00 0.00 400.00 ABOVE	1.00 1.00 1.00 1.00 1.00 0.25	1802.00 1700.00 400.00 0.00 400.00 400.50		NOTES:	_ARGES	ST CONNEC	TED MOTOR	LOAD IS INCLUDED IN N	IECHANICAL, PROCESS, OR MOTOR LOADS.
TOTAL	7672.00		8285.00							

MECH YEAR ROUND	LOAD DESCRIPTION	AMPS			FLUSH	1	SC RATING: 10000	
MECH YEAR ROUND U		POLE		٥	CKT# LOAD	AMPS POLES	LOAD TYPE	LOAD DESCRIPTION
			1 5280	А	2 5280		MECH YEAR ROUND	
	UNIT CU-1	60A 3P	3 5280	В	4 5280	60A 3P	MECH YEAR ROUND	UNIT CU-2
			5 5280	С	6 5280		MECH YEAR ROUND	
MECH YEAR ROUND L	UNIT ERV-1	15A 2P	7 801	A	8 801	15A 2P	MECH YEAR ROUND	UNIT ERV-2
			9 801	В	10 801		MECH YEAR ROUND	
MECH YEAR ROUND	HP UNITS 	20A 2P	11 572	С	12 540	20A 1P	RECEPTACLE	RESTROOM AND OUTSIDE
MECH YEAR ROUND -	 		13 572	A	14 540	20A 1P	RECEPTACLE	PRESCHOOL 1
APPLIANCE V	 WASHING MACHINE GROUND FAULT BREAKER 5 MA	20A 1P	15 1500	В	16 700	20A 1P	APPLIANCE	FREEZER
APPLIANCE [DRYER	30A	17	С	18 1040	20A	RECEPTACLE	PRESCHOOL 1
APPLIANCE -		2P	2500 19	A	20	1P 20A	RECEPTACLE	TODDLER 2
RECEPTACLE T	TODDLER 1	20A	2500	В	22	1P 20A	RECEPTACLE	TODDLER 2
	TODDLER 1	1P 20A	23	С	900	1P 20A	APPLIANCE	MICROWAVE
1	REFRIGERATOR	1P 20A	1080 25	A	1200 26	1P 20A	APPLIANCE	MICROWAVE
	GROUND FAULT BREAKER 5 MA EXTERIOR OUTLETS	1P 20A	27	В	1200	1P 20A	RECEPTACLE	KITCHEN
MOTOR H	 HOT WATER CIRC PUMP	1P 20A	360 29	С	360	1P 20A	RECEPTACLE	GROUND FAULT BREAKER 5 MA KITCHEN
	 TELEPHONE BOARD	1P 20A	500 31	A	360	1P 20A	RECEPTACLE	GROUND FAULT BREAKER 5 MA KITCHEN
	 RECEPTION AREA	1P 20A	360	В	360 34	1P 20A	APPLIANCE	GROUND FAULT BREAKER 5 MA DISHWASHER
	 RECEPTION AREA	1P 20A	360 35	С	1200 36	1P 20A	APPLIANCE	GROUND FAULT BREAKER 5 MA REFRIGERATOR
	 FIRE ALARM PANEL	1P 20A	360 37	A	500 38	1P 20A	RECEPTACLE	UTILITY ROOM OUTLET
LIGHTING E	 EXTERIOR LIGHTS	1P 20A	200 39	В	180 40	1P 20A	RECEPTACLE	OFFICE AREA
	 CLASSROOM LIGHTING	1P 20A	100	С	360 42	1P 20A	RECEPTACLE	 STORAGE
-	 CLASSROOM LIGHTING	1P 20A	775 43	A	360 44	1P 20A	SPARE	UNALLOCATED FUTURE
-	STORAGE ROOM OUTLETS	1P 20A	670 45	В	200	1P 50A	APPLIANCE	RANGE
-	STORAGE ROOM OUTLETS	1P 20A	360	С	4000	2P	APPLIANCE	
-	FUTURE AIR CLEANERS	1P	360	A	4000		SUBFEED	
-		20A 1P	49 500		3421			
-	UNALLOCATED FUTURE 	20A 1P	51 200	В	52 1860	60A 3P	SUBFEED	PANEL PP2
-			53	С	54 2391		SUBFEED	
LOADS BY TYPE:	CONNECTED DEMAND DEMA	ZND	LOADS E	BY PHAS		CONNECTED) CONNECTED	BALANCE
TYPE	LOAD (VA) FACTOR LOAD	(VA)	PHAS	SE		LOAD (VA)	LOAD (AMPS)	(PERCENT)
LIGHTING KITCHEN		0.00	A B			23805.00 24962.00	198.38 208.02	A-B: 95.4 B-C: 92.1
PROCESS RECEPTACLES	10000.00 1.00 10000.		<u>C</u>			27098.00	225.82	C-A: 87.8
RECEPTACLES MECH HEATING		0.00	ТОТА	L/AVERA	AGE	75865.00	210.74	91.8
MECH COOLING MECH YEAR ROUND	0.00 1.00 (37830.00 1.00 37830.	0.00 .00	NOTES	S:				
APPLIANCE MISCELLANEOUS	21400.00 1.00 21400. 1100.00 1.00 1100	.00			ST CONNEC	TED MOTOR	LOAD IS INCLUDED IN ME	CHANICAL, PROCESS, OR MOTOR LOADS.
MOTOR	500.00 1.00 750	0.00	i. inte	. LARGES	OT CONNEC	אט ו טואי טידי יא	LOAD IS INCLUDED IN MEC	DITANICAL, FINOCESS, ON WOTOR LUADS.
SPARE LARGEST MOTOR 1	800.00 1.00 800 ABOVE 0.25 3960							
TOTAL	75865.00 79504.							

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JNCTION

DATE: ISSUED FOR: 03/16/2022 PERM

JOB NO:
DRAWN BY:
CHECKED BY:
SCALE:
SHEET NUMBER:



Purchasing Division

ADDENDUM NO. 1

DATE: May 11, 2022

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: Daycare Center Fire Alarm System Installation IFB-5070-22-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:** There is no fire alarm specification. Typically all jobs are priced using addressable fire alarm devices, but they can still be priced hardwired IDC and NAC. Does the Owner want addressable?

A: Yes.

2. **Q:** Will third party monitoring be provided for the FA panel? Will telephone lines be furnished by the owner? Is the monitoring contract to be included in the pricing submission or decided after award?

A: The panel is to be monitored by a third party. The FA system is to have a cellular dialer installed with it. Provide the costs of one year of cellular service and one year of monitoring with your response.

- 3. **Q:** Will the site electrician provide a 120VAC dedicate circuit and Red lockable breaker or are we to carry these costs?
 - A: To be done by the electrician.
- 4. **Q:** Will the site electrician provide a 120VAC dedicate circuit and Red lockable breaker or are we to carry these costs?
 - **A:** The 100 gallon water heater in the utility room is the only gas fired appliance.
- 5. **Q:** No sprinklers?
 - A: Correct, no sprinklers.
- 6. Q: No access control or other door interface?
 - **A:** Correct, no access control or other door interface.
- 7. **Q:** Are there any HVAC units greater than 2,000CFM requiring duct detectors? **A:** No.

- 8. **Q:** I assume the electrical work shown on page 26 & 27 is provided by the electrical contractor, and not included in the fire alarm scope of work? **A:** Correct.
- Q: Cable wild, and supported by bridle rings / j-hooks, above accessible ceilings acceptable?
 Cables fished in walls can be wild, not encased in flexible metal raceway?
 A: Yes to both questions.
- 10. **Q:** Are there any exposed structure areas, such as the west side addition storage room? I would assume exposed areas would have raceways?

A: There are no exposed structure areas. All areas will have a drop ceiling.

- 11. Q: On page 26 the floor plan states "Provide a voice evac fire alarm system". Just to doublecheck, typically a building like this would have horns not speakers / voice?
 A: Horn/strobes are acceptable.
- Q: Design requirements, PE stamp or Nicet IV / other?
 A: Nicet IV.
- 13. **Q:** The fire alarm contractor pricing this work will include GJ Frie Dpt. permit? **A:** Correct.
- 14. **Q:** Code analysis so we can confirm occupancy.

A: See attached sheet.

15. **Q:** Kitchen mechanical plans to see if there is a Ansul system we need to tie to.

A: There is no commercial hood with Ansul system.

16. **Q:** On the floor plan E2-2 provided I need to clarify the dashed lines on the walls. There are four restrooms and a closet shown. Are the dashed lines permanent walls and the rooms identified accurate?

A: There are 8 restrooms indicated and one closet. The dashed lines indicate existing walls, doors, windows, and proposed cabinets.

17. **Q:** Ceiling notification acceptable to Owner I assume?

A: Yes, this is acceptable.

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

All other conditions of subject remain the same.

Respectfully,

Kassy Hackett, Buyer

City of Grand Junction, Colorado

BUILDING CODE ANALYSIS

CODE JURISDICTION:

2018 IBC

OCCUPANCY:

EXIST: E (EDUCATIONAL) NEW: E (EDUCATIONAL)

OCCUPANT LOADS:

EDUCATIONAL (E) / DAYCARE (35 NET) = 101, INLCUDING CARETAKERS

CONSTRUCTION TYPE:

CONSTRUCTION TYPICAL OF TYPE V-B.

AUTOMATIC SPRINKLER SYSTEM:

EXISTING: NONE
NEW: NOT REQUIRED

BUILDING AREA:

ACTUAL TOTAL BUILDING: EXISTING [3588 SF] + NEW ADDITION [1937 SF] = 5525 SF

ALLOWED [IBC 506.1] 9500 SF

BUILDING HEIGHT:

ACTUAL HEIGHT: 14'-1" AFF, 1 STORY

ALLOWABLE HEIGHT: 40'-0" AND 1 STORY [IBC 504]; 65-0" PER GJ Z&D

FIRE RESISTANCE RATING REQUIREMENTS:

(FOR TYPE V-B CONSTRUCTION) [IBC TABLE 601]

STRUCTURAL FRAME: 0 HRS

BEARING WALLS, EXTERIOR: 0 HRS BEARING WALLS, INTERIOR: 0 HRS

NON-BEARING WALLS, EXTERIOR: 0 HRS*

*1 HR IF < 10 FT FIRE SEPARATION DISTANCE [IBC TABLE 602]

NON-BEARING WALLS, INTERIOR: 0 HRS

FLOOR CONSTRUCTION: 0 HRS ROOF CONSTRUCTION: 0 HRS

EXIT TRAVEL DISTANCE:

FOR E OCCUPANCY:

COMMON PATH OF EGRESS TRAVEL: 75 FT WITHOUT SPRINKLER SYSTEM [IBC TABLE 1006.2.1]
EXIT ACCESS TRAVEL DISTANCE: 200 FT WITHOUT SPRINKLER SYSTEM [IBC TABLE 1017.2]

PLUMBING FIXTURE COL	JNT:			w	C'S	LAV		DF		SS
				REQ'D	PROV	REQ'D	PROV	REQ'D	PROV	REQ'D
PROV OCCUPANCY TYPE	OCC LD	MEN	WOMEN	M/W	M/W	M/W	M/W			
EDUCATIONAL(E)	101	50	51	1/1	4/4	1/1	5/6	2	3	1
TOTAL FOR BUILDING				2	8	2	11	2	3	1

4. Contractor's Bid Form
Bid Date: 5-17-2022
Project: IFB-5070-22-KH "Daycare Center Fire Alarm System Installation"
Bidding Company: Barnes Electric
Name of Authorized Agent: Chad Curile
Email Chad Darnes Electrica, com
City Grand Junction State Co zip 81501
The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contrac 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 ir 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: Barnes Electric
Authorized Signature:
Title: Priect Manager.

PRICE BID SCHEDULE: IFB-5070-22-KH Daycare Center Fire Alarm System 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 install a turn key new fire alarm system at 545 25 ½ Road, Grand Junction, CO 81505, as per the solicitation documents.	# 22,331.

- Freight Pre-paid and Allowed to each site), travel, mobilization costs, and all other costs related to the successful completion install
a turn key new fire alarm system at 545 25 ½ Road, Grand Junction, CO 81505, as per the solicitation documents.
otal Bid Price Written: Twenty Two Thousand Three Hundred T
By signing below, the Undersigned agree to comply with all terms and conditions contained herein.
Company: Barnes Electric.
Authorized Signature:
Title: Project Manager.
<u>Lead Times:</u>
Fire Alarm Devices 4-5 weeks
By signing below, the Undersigned agree to comply with all terms and conditions contained herein.
By signing below, the Undersigned agree to comply with all terms and conditions contained herein. Company: Barnes Fleetine

Bidder proposes to subcontract the following portion of Work:

Name & address of	Description of work to be performed	% of <u>Contract</u>
Sub-Contractor		
		- 1 <u>- 1</u> v
5		

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.