



NOTICE TO PROCEED

Date: November 10, 2022

Contractor: Bud's Signs, inc.

Project: Design/Build Grand Junction Entry/Welcome Signs RFP-5094-22-DD

In accordance with the contract dated October 31, 2022, the Contractor is hereby notified to begin work on the Project on or before immediately.

The date of final completion as determined is May 1, 2023.

CITY OF GRAND JUNCTION, COLORADO

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Bud's Signs, Incorporated

By: DocuSigned by:
Bud Preuss
22490E597F5E462..._____

Print Name: Bud Preuss

Title: President

Date: _____



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **31st day of October 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 **Bud's Signs, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Proposals 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 **Design/Build Grand Junction Entry/Welcome Signs RFP-5094-22-DD**.

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

WHEREAS, the Contractor acknowledges that the Owner has certain expectations which have been communicated both orally and in the design regarding the quality and the aesthetics of the signs that the Contractor will construct; and,

WHEREAS, the Contractor acknowledges the importance to the Owner of the project and the Contractor's successful completion of the Work, and that the Work requires full, careful, and consistent consideration by the Contractor of the shape, size, color, balance, proportion, context, and other details of the design to successfully produce the Work for the Owner;

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

ARTICLE 1

Contract Documents: It is agreed by the Parties hereto that this agreement, the Recitals, the attached instruments, drawings, and documents (or references thereto), 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 here.

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Contractors Response to the Solicitation (Negotiated Proposal with associated documented correspondence)
- c. Solicitation Documents for the Project including all Addenda; **Design/Build Grand Junction Entry/Welcome Signs RFP-5094-22-DD;**
- d. Notice of Award
- e. Contractors Response to the Solicitation (Original Proposal with associated documented correspondence)
- f. Work Change Requests (directing that changed work be performed);
- g. Field Orders
- h. Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all the Work specified in the Contract Documents, the sum of **Four Hundred, Thirty-Eight Thousand and 00/100 Dollars (\$438,000.00)**. 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

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 affected 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.
Duane Hoff, Jr. Contracts Administrator

11/4/2022
Date

Bud's Signs, Inc.

DocuSigned by:
By: Bud Preuss
Bud Preuss Owner/Operator

11/4/2022
Date



NOTICE OF AWARD

Date: October 31, 2022
Company: Bud's Signs, Inc.
Project: Design/Build Grand Junction Entry/Welcome Signs RFP-5094-22-DD

You have been awarded the City of Grand Junction Design/Build Grand Junction Entry/Welcome Signs RFP-5094-22-DD for a total price of **\$438,000.00**.

Please notify Trenton Prall City of Grand Junction Public Works Director at 970-256-4047 or trentonp@gjcity.org for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Payment & Performance Bonds, and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff, Jr.
Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Bud's Signs, Incorporated

By: DocuSigned by:
Bud Preuss
22490E597F5E462...

Title: President

Date: 11/4/2022



Request for Proposal RFP-5094-22-DD

Design/Build Grand Junction Entry / Welcome Signs

RESPONSES DUE:

July 18, 2022 Prior to 3:00 PM MDT

Accepting Electronic Responses Only

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

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

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

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

PURCHASING REPRESENTATIVE:

Dolly Daniels., Senior Buyer

dollyd@gjcity.org

970-256-4048

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

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Insurance Requirements**
- 4.0 Specifications/Scope of Services**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**
- Attachments**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

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

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

RFP Questions:

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

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

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional firms/contractors specializing in the design and installation of entry / welcome signs. The City of Grand Junction currently has two entry/welcome signs located on I-70 just east of Horizon Drive and on Hwy 50 on Orchard Mesa that were constructed in the 1980's. Proposal is to reconstruct the existing I-70 sign east of Horizon Drive, removing the existing Hwy 50 sign west of 28 1/2 Rd and constructing a new sign at 30 Road and Hwy 50 within CDOT right-of-way and add a third sign on I-70 west of I-70 and 22 Road interchange (Exit 26) on privately held property.
- 1.3 Non-Mandatory Pre-Proposal Meeting:** Interested Firms/Contractors are strongly encouraged to attend a non-mandatory site visit meeting. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). The site visit meeting shall take place on July 7, 2022 at 10:00am at the City Hall Auditorium, located at 250 N. 5th Street, Grand Junction, CO 81501. Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.
- 1.4 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.5 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).

- 1.6 **Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.7 **Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

Solicitation Opening, RFP-5094-22-DD, Design/Build Grand Junction Entry/Welcome Signs

Mon, Jul 18, 2022 3:00 PM - 3:30 PM (MDT)

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/660164581>

You can also dial in using your phone.
United States: +1 (646) 749-3122

Access Code: 660-164-581

Join from a video-conferencing room or system.
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Meeting ID: 660 164 581
Or dial directly: 660164581@67.217.95.2 or 67.217.95.2##660164581

- 1.8 **Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.9 **Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.10 **Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to

the opening/receipt date shall be made by a written Addendum to the RFP by the Owner. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com and <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> Offerors shall acknowledge receipt of all addenda in their proposal.

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

- 1.15 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions
- 1.16 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.17 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.18 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. 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, Contractor shall assume full responsibility and shall bear all costs attributable.

- 2.4. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.5. 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. The City 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. 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.
- 2.6. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.7. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.8. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.9. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.10. 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.

- 2.11. 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 Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.12. 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.
- 2.13. 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 **\$500.00** 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 its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

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

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

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

- 2.14. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.15. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor

shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.16. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.17. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.18. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.19. Acceptance Not Waiver:** The Owner's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.20. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.21. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.22. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume

the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

- 2.23. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.24. 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.
- 2.25. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.26. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.27. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.28. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.29. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.30. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.30.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.30.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.30.3.** 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.
- 2.31. 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).
- 2.32. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.33. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.34. 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.
- 2.35. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.36. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.37. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.38. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.39. 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.
- 2.40. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.41. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.42. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.43. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.44. 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.
- 2.45. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.46. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.47. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

- 2.48. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.49. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.50. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.51. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.52. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.53. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.54. Definitions:**
- 2.54.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.54.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.54.3.** "Contractor" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of

the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.54.4. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

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

2.56. 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).

2.56.1. "Public Works project" is defined as:

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

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Contractor 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 Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor

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. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. 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:

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

(b) General Liability insurance with minimum 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 limits for bodily injury and property damage of not less than:

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

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

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

With respect to each of Contractors 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 Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by 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.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 41. General/Background:** The City of Grand Junction currently has two entry/welcome signs located on I-70 just east of Horizon Drive and on Hwy 50 on Orchard Mesa that were constructed in the 1980's. Proposal is to reconstruct the existing I-70 sign east of Horizon Drive, removing the existing Hwy 50 sign west of 28 1/2 Rd and constructing a new sign at 30 Road and Hwy 50 within CDOT right-of-way and add a third sign on I-70 west of I-70 and 22 Road interchange (Exit 26) on privately held property.

Project Budget: The total all-inclusive, turn-key budget for this project is \$450,000.

- 4.1. Plans & Specifications.** *Construction plans and specifications shall be drawn up by a qualified engineer(s) or architect(s) licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Contractor. All plans, drawings and specifications shall become the property of the City of Grand Junction, and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.*
- 4.2. Special Conditions/Provisions:**

4.2.1 Non-Mandatory Pre-Proposal Meeting: Interested Firms/Contractors are strongly encouraged to attend a non-mandatory site visit meeting. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). The site visit meeting shall take place on July 7, 2022 at 10:00am at the City Hall Auditorium, located at 250 N. 5th Street, Grand Junction, CO 81501. Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.

4.2.2 Licenses and Permits: Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.3

4.2.3 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-paid and allowed. Staging area TBD by City Project Manager.

4.2.4 Price: Pricing shall be established as “cost plus a fixed fee with a Guaranteed Maximum Price” (fixed fee shall be include in GMP), and shall be all inclusive to include but not be limited to: all design, labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to the site), travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

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

Contractor shall submit their pricing utilizing the attached form in Section 7.0 Solicitation Response Form.

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

4.2.5 Codes: All designs shall be in accordance with applicable State and Federal regulations and accepted standard practices.

4.2.6 Warranty: Contractor shall submit manufacturer warranty information for Owner's approval, prior to product ordering. Additionally, Contractor shall provide a minimum 1-year Contractor's warranty.

4.2.6 Laws, Codes, Rules, and Regulations: Contractor shall ensure that all services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such services.

4.2.7 Freight/Shipping: All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to each of the project sites.

4.2.8 Equipment/Product/Materials Quantities: Contractor shall be responsible for determining all measurements for correctness, and all quantities/types of equipment/products/materials/supplies required for successful project completion. Also see Section 2.5 **Quantities of Work and Unit Price.**

4.2.9 Laws, Codes, Rules, and Regulations: Contractor shall ensure that all services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such services.

4.2.10 Contractor Staging Area: Awarded Contractor shall coordinate with Owner for proposed project staging area during the construction phase.

4.2.10 Construction Working Schedule: Working schedule shall be Monday – Friday from 7:00am-5:00pm. If alternate scheduling is needed, Contractor shall coordinate with, and receive approval from, the City's Project Manager.

4.2.11 Time of Completion: Contractor shall submit a complete project schedule for both design and construction with their proposal. The City and awarded Contractor shall negotiate the final project completion date. Project completion deadline is December 16, 2022.

4.2.12 Brand Name or Equal: Whenever in this bid invitation any particular materials, process, mechanism, and/or equipment are indicated, described or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, "or equal". Proof satisfactory to the Owner must be provided by Bidder to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements. The Owner has determined that the brand name, model name/numbers meets the specifications as stated in the solicitation documents. These manufacturer's references are not intended to be restrictive but descriptive of the type and quality the Owner desires to purchase. Bids for similar manufactured items of like quality will be considered if the bid is fully noted with the manufacturer's brand name and model. The Owner reserves the right to determine products of equal value. Bidders will not be allowed to make unauthorized substitutions after award is made.

4.2.13 Contract: A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the proposer's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by "Notice of Award". All Exhibits and Attachments included in the RFP 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 proposer 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.

4.2.14 CITY PROJECT MANAGER: The Project Manager for the Project is Emily Krause – Project Manager, who can be reached at (970)254-3875. During Design and Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

**City of Grand Junction
Department of Public Works
Attn: Trent Prall, Public Works Director
333 West Avenue, Building A
Grand Junction, CO 81501**

4.3. Scope of Services: The general scope of services to be obtained as a result of this RFP includes all design, preconstruction, and construction services required for successful completion of the project.

The design/build firm shall design, obtain all permits, construct, manufacture, procure equipment/material, and install all three entry way / welcome signs.

Minimum Requirements for Construction of Entry Way / Welcome Signs:

The Entry Way / Welcome Signs are envisioned as shown and dimensioned on the slides in Attachment #1. Information to date includes:

Site #1 – I-70 Westbound east of Horizon Drive (Exit 31)

Permitting: The sign located in the City limits will require a building permit (structural and electrical) and a sign permit from the City of Grand Junction Community Development Department.

Access: Grand Junction Airport Authority – contractor will need to be badged

Access Point of Contact: Dylan Heberlein – Director of Operations

dheberlein@gjairport.com 970-852-7927

Power: on site – solar

Site #2a – Highway 50 at 30 Road – install new sign

Access: CDOT right-of-way

Permits required: CDOT

CDOT Guidance: (See Attachment #2)

Point of Contacts:

Joel Berschauer – joel.berschauer@state.co.us 970-250-3356

Andi Staley – andi.staley@state.co.us 970-683-6278

Power: Grand Valley Power – on west side of 30 Road

Site #2b – Highway 50 west of 28 ½ Road – remove existing sign

Access: CDOT right-of-way

Permit Required: CDOT

Site #3 – I-70 eastbound west of I-70B-22 Road (Exit 26)

Permits: As this sign is located on private land outside of the city limits, it will require a sign permit (through Mesa County Planning) and a building permit for structural and electrical. The sign size and height will have to meet Section 9.09 E. of the Land Development Code (3+ traffic lanes, see below). Only the sign face will be used in determining the area of the sign (see below).

E. Freestanding Signs

1. No more than one (1) free-standing sign shall be permitted for any parcel for each street frontage. The sign allowance per frontage can only be used on that frontage and shall not be transferred to any other frontage.
2. Maximum sign allowance shall be calculated by the linear front foot of property on a public right-of-way in accordance with the following:

TABLE 9-2: FREESTANDING SIGN AREA STANDARDS		
Number of Traffic Lanes	Maximum Sign Face Area (per foot of street frontage)	Maximum Height
2	0.75	25
3+	1.5	40

3. Signs may be installed at street rights-of-way line but no part of the sign shall project into the rights-of-way line. In the event that lots or parcels abut streets or roads with inadequate rights-of-way, the street setbacks shall be measured as if rights-of-way had been established using the road classification in accordance with the adopted Circulation Plan. Single legs of one-way pairs shall be treated as four-lane roads.
4. When electrical service is provided to free-standing signs, all such electrical service shall be underground.

Permits required: Mesa County

Point of Contact:

Greg Moberg, Community Development Director 970-244-1650

greg.moberg@mesacounty.us

Access: Private property at 651 Railhead Circle

Easement still being acquired by City with property owner.

Power: Xcel Energy

Point of Contact for design: Tillman McSchooler Designer-Engineering 970-244-2695 tillmon.mcschooler@xcelenergy.com

- Design parameters for snow and wind loading:

- Ground Snow Load Non-reducible: 30 lbs
- Wind Stagnation Pressure at 30 ft height: 13
- Basic Wind Speed: 115 mph

- New lighting will be needed. The design/build firm shall install lighting including design, obtain all permits, construct, manufacture, procure equipment/material, and install startup/test the lighting system.

- Geotechnical Testing The Owner shall be responsible for providing any geotechnical testing for this project.

- At least five years in the industry.

- Successfully completed three (3) similar projects of scope and size within the last five (5) years.

- Each design/build firm must show:
 - (a) complete disclosure of any incidents of default on projects where the Firm or related entity acted as project sponsor and the current status of such incidents;
 - (b) complete disclosure of any liabilities, contingent liabilities, obligations, charges and liens, covenants, off-balance sheet financing arrangements, defaults, legal action pending, or other matters that might prevent the Firm from implementing the Project; and
 - (c) the Firm's or related entity's latest audited financial statements available as at the date of the RFP Submission.

- Ability to meet the bonding and insurance requirements of the City of Grand Junction. Submit a Bid Bond and COI with this response.

- Architect and engineers retained to design/construct facility are to be licensed/registered to practice in Colorado.

- Qualified and permitted by law to perform the services provided for this project. All personnel engaged in this work for this project shall likewise be qualified and permitted to perform necessary duties.

- Ensure compliance with all applicable environmental regulations related to the project.

- The ability to develop value engineered solution options, budget and/or cost estimates, plans, drawings, designs, and to obtain and manage permitting, scheduling and any other typical building construction task.

- Project management and supervision.

- Coordination of construction, scheduling of construction meetings and resolving discrepancies or disputes with sub-contractors or other supply or services vendors.

- Preparation of all plans, schematics, drawings, scope, specifications, as-builts, and all other related documents and requirements associated with the successful completion of this project. All said documents shall become the property of the City of Grand Junction, and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.
- Providing a time frame for completion of total design development, and each construction phase as well as a schedule for total completion of the project.
- Scheduling inspections and meeting applicable National, State and local building code requirements to achieve approval of work. The selected firm will be responsible for obtaining all building permits and will be responsible for permit related fees.
- The firm may use local, qualified partners in design, engineering, construction and maintenance of the facility.

Summary of Requirements of the selected Design/Build Firm:

- Designing the welcome/entry signs at three locations. Design shall consist of: architectural and engineering, program management, construction management, preliminary engineering, design, architectural engineering, surveying, mapping or other related A&E Services; design/engineer plans/services shall ultimately be all inclusive.
- Securing all local, state and Federal permits required to design/construct the project;
- Constructing the project on three sites provided by Owner;
- Completion of all work on the four sites (including testing and commissioning) by the negotiated date between the awarded Contractor and Owner.
- Owner shall be the sole contracting entity for the equipment and be provided by the selected Firm/Contractor.
- Develop Performance Specification of the Design-Build
- Project management and coordination
- Data collection, review and organization
- Validate additional (if any) requirements
- Basis of design report
- Progressive design with owner review at 60% and 90%
- Construction administration
- Provide As-Builts

4.4. Attached Documents: (CLICK LINKS)

Appendix 1: [CDOT – 2021 CDOT Guide Signing Policies and Procedures](#)

Appendix 2: [Site Locations and Designer Intent and Specifications](#)

4.5. RFP Tentative Time Schedule:

- Request for Proposal Available June 24, 2022
- Non-Mandatory Pre-Proposal Meeting/Briefing July 7, 2022
- Inquiry deadline, no questions after this date July 12, 2022
- Addendum Posted July 13, 2022
- Submittal deadline for proposals July 18, 2022
- Owner evaluation of proposals July 19, 2022 – July 22, 2022
- Interviews (if required) July 29, 2022
- Final selection August 3, 2022
- City Council Approval August 17, 2022
- Contract execution August 18, 2022
- Bonding and Insurance August 24 , 2022
- Work begins Upon Receipt of Notice to Proceed
- Completion Date October 16, 2022

4.6. Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer
dollyd@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <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**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to H** **(NOTE: Submitted proposals shall be no more than 50 pages in total).**

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects. In addition to Section 4.3 Scope of Services, Proposers shall also provide the following information with their proposal submittal:

Welcome/Entry Signs Capabilities

Note: Key personnel will be committed to this project in the Design/Build contract and can only be changed by approval of the City.

Provide a summary of key personnel experience information. List the most recent projects first. Include project owner and contact reference, project location, scope of project, design cost, construction cost, project duration, completion date and current lighting performance. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Important experience includes Welcome/Entry Sign installation and other similar projects of scope and size. Higher rating will be given to experience in Design/Build of similar projects. The RFP response must include the following information, which will be used to rate the experience and design capabilities of the Design/Build team.

- a. Discuss the design experience of key personnel that is similar or relevant to this Project.

- b. Discuss experience of the key personnel working together on past Design/Build or Design-Bid-Build projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel.
- c. Discuss goals and challenges on previous projects that the team was involved in and how goals were met and challenges were addressed by key personnel.
- d. Discuss projects with a change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration. Describe circumstances that led to the change orders or delays and how the issues were resolved with the owner.

Contractor Experience and Capabilities

Note: Key personnel will be committed to this project in the Design/Build contract and can only be changed by approval of the City.

Provide a summary of key personnel experience. List at least three projects (within the last five years) for each project type listed below. If less than three completed projects, Contractor can still be used for the Design/Build team but will receive fewer points in the evaluation. List the most recent projects first. Additional discussion of contractor experience can be provided as a narrative in the RFP.

Important construction experience includes Welcome/Entry Signs projects and other similar projects of scope and size. Higher rating will be given to construction experience in Design/Build of Welcome/Entry Signs projects. The RFP response must include the following information, which will be used to rate the construction and construction management capabilities of the Design/Build team.

- a. List recent construction projects completed for Welcome/Entry Signs or other similar projects of scope and size. If Contractor does not have this experience, list the proposed subcontractor and provide the subcontractor information.
- b. Discuss projects listed with a change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration.
- c. Describe circumstances that led to the change orders or delays and how the issues were resolved with the owner.
- d. Provide the contractor's safety information, including a summary of the safety program or plan.
- e. For information only. Provide information on major subcontractors (e.g. structural concrete, electrical, process mechanical) proposed for this project. Indicate if the subcontractor worked on a previous Design/Build or a Design-Bid-Build project. If subcontractors have not been determined, list subcontractors you have previously worked with and the project they worked on.

Start-Up, Commissioning, Performance Verification, and Training

The RFP response must include the following information, which will be used to rate the support that the Design/Build team provides for startup, commissioning, performance verification, and training of the project.

- a. Describe the general approach and process that will be used in start-up, commissioning, performance verification, and training for this project. Identify the personnel that will perform start-up and list previous experience.
 - b. Discuss the experience of the Design/Build in start-up, commissioning, performance verification, and training.
 - c. Describe the types of operation and maintenance documents prepared on previous projects and recommended O&M documents for this project.
- C. Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a time schedule for completion of your firm's implementation plan for both design and construction and an estimate of time commitments from Owner staff. Also include, warranty and service plan information.
- D. References:** Provide references per Section 4.3 Scope of Services, with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Bid Bond and Certificate of Insurance:** Proposer shall submit a Bid Bond and Certificate of Insurance, as per the solicitation documents.
- F. Fee Proposal:** Provide your fee proposal, as stated in Section 4.2.4 Pricing, using the Solicitation Response Form found in Section 7.
- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.
- H. Financial Statements:** If selected as the Preferred Proposer, Proposer may be asked to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

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

The following collective criteria shall be worth 90%
<ul style="list-style-type: none"> • Responsiveness of Submittal to the RFP (10) (Firm has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.) • Understanding of the Project and Objectives (20) (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.) • Experience (30) (Firm's proven proficiency in the successful completion of similar projects.) • Strategy & Implementation Plan (30) (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)

The following criteria shall be worth 10%
<ul style="list-style-type: none"> • Fees (10)

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

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

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

**SECTION 7.0: SOLICITATION RESPONSE FORM
RFP-5094-22-DD**

“Design/Build Grand Junction Entry / Welcome Signs”
Offeror must submit entire Form completed, dated and signed.

1) Cost plus a Fixed Fee with a Guaranteed Maximum Price:

Fixed Fee \$ _____

FIXED FEE WRITTEN: _____ **dollars.**

Guaranteed Maximum Price (fixed fee shall be included in GMP) \$ _____

GUARANTEED MAXIMUM PRICE WRITTEN: _____ **dollars.**

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

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

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

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



Purchasing Division

ADDENDUM NO. 1

DATE: July 13, 2022
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: RFP-5094-22-DD Design/Build Grand Junction Entry / Welcome Signs

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. Could you please provide exact locations for the two Welcome Signs that are being constructed at Hwy 50 & 30 Road and I-70 & 22 Road?

A. Site #2A is located on the northeast corner of Highway 50 and 30 Road intersection. Site #3 is located at 651 Railhead Circle adjacent to I-70. Exact locations are depicted on Slide 14 and Slide 16, respectively, of Appendix 2 in the solicitation.

2. Q. In the description section for the locations, it is mentioned that the sign located on I-70 East of Horizon Dr will be reconstructed. Does that mean that some parts of the old sign would be reused? Or is the proposal to remove that sign for a new one in that location?

A. The intent is for the sign to either be removed in its entirety or the existing foundation to be removed to 18 inches below grade and the new sign to be designed and constructed around the remnants of the existing foundation.

3. Q. Who owns the private property noted in Site #3?

A. Property Ownership:

Site #1 - Within easement on property owned by Grand Junction Regional Airport

Site #2a - Parcel owned by City of Grand Junction

Site #2b - Within CDOT Right-of-Way

Site #3 - Will be within easement on property owned by United Companies

4. Q. On the two existing signs to be removed, can you please confirm this is expected to be removal to grade with no excavation of existing footings? This also means that it is understood that a new sign in the same overall footprint will need to adjust placement of new footings around potential abandoned footings on the site.

A. The Highway 50 site shall be removed to 18 inches below existing. For the I-70 site, the contractor will have the option to remove the existing foundation to 18 inches below grade and adjust placement of new footings around the abandoned footings or remove the foundation of the existing sign in its entirety.

5. Q. The schedule requested for work to begin on an unknown date for design and engineering with a project installation completion date of October 16th does not allow for enough time. Is an alternate schedule supplied by our organization allowed? We cannot commit to the schedule supplied especially with the LD's requested in place.

A. Please note Section 4.2.11 Time of Completion: Contractor shall submit a complete project Schedule for both design and construction with their proposal. The City and awarded Contractor shall negotiate the final project completion date. Project completion deadline is **December 16, 2022**. If that still is not enough time, a contractor provided alternative schedule would be allowed.

6. Q. Is there intended to be any Contingency fund on this project set aside to be used in the event any new scope requirements are added to the build while going through the design and engineering process?

A. A 5% or \$22,500 of the budget should be reserved for additional scope requirements that may be encountered during the design/engineering process.

7. Q. We are concerned with meeting the 80% Keep Jobs In Colorado Act requirements as we manufacture out of multiple regional (out of state) facilities. If we cannot meet this 80% requirement, are we disqualified?

A. The Keep Jobs In Colorado Act is for Public Works projects exceeding \$500,000. The Keep Jobs In Colorado Act addresses actual labor (installation, etc) and not manufacturing of components. The Design/Build of the Welcome Signs is not considered a Public Works project, therefore Section 2.56 of the Solicitation is hereby stricken from the document.

8. Q. Electrical: We need more site electrical information to quote electrical final connection for sign and landscape lighting in scope. Please provide more details and specifications on the existing panels at each of the three sign locations we are expected to run power from including distance to where sign is desired to be and complete details on the solar power supply for sign #1.

A. Both existing signs are solar powered. Please provide proposals for brand new contractor provided solar powered array for each sign.

9. Section 4.2.14: Correct Project Manager Information to read as follows:
"The Project Manager for the Project is **Trent Prall** – Project Manager, who can be reached at (970) 256-4047."

10. The following **changes** have been made to the RFP Solicitation Document *Section 4.5 RFP Tentative Time Schedule*:

- Request for Proposal Available June 24, 2022
- Non-Mandatory Pre-Proposal Meeting/Briefing July 7, 2022
- Inquiry deadline, no questions after this date July 12, 2022

- Addendum Posted July 13, 2022
- Submittal deadline for proposals July 18, 2022
- Owner evaluation of proposals July 26, 2022-July 29, 2022
- Interviews (if required) August 5, 2022
- Final selection August 8, 2022
- City Council Approval August 17, 2022
- Contract execution August 18, 2022
- Bonding and Insurance Upon Receipt of Notice to Proceed
- Completion Date December 16, 2022

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

All other conditions of subject remain the same.

Respectfully,



Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

Bud's Signs, Inc.

Design/Build Grand Junction Welcome/Entry Signs

RFP-5094-22-DD

Negotiated/Final Proposal



1040 Pitkin Ave.
Grand Junction, Colorado 81501
970-245-7700

Page No. _____ of _____ Pages

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO City of Grand Junction		PHONE	DATE 10-05-2022
STREET		JOB NAME Grand Junction Entry Signs	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

All Labor and Materials for the following:

- 3- New City Entry Signs per standards determined in negotiation meetings
- Removal of 2 existing signs
- Construction of 2 new location mounds
- Construction of 3 new signs as shown on our attached rendering
- Clearance fees and building permit fees to be added at cost to invoices as incurred

TOTAL: (no taxes or permit fees included in these prices) 146,000/ each \$438,000

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

***** Four Hundred Thirty Eight Thousand and 00\100 ***** 438,000
dollars (\$ _____).

Payment to be made as follows: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's compensation insurance.

Authorized
Signature

Paul Schritter

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

Acceptance of Proposal - The Customer agrees, that in consideration of the services to be rendered by Bud's Signs, Inc., the Customer hereby obligates itself/himself/herself to pay for the labor, services, and materials rendered. The Customer agrees that payment for the labor, services and materials of Bud's Signs, Inc., is due and payable within 30 days of submission of the final invoice. The Customer further agrees that any accounts not paid within 30 days of submission of final invoice shall bear interest at the rate of 1.5% per month (18% per annum) until paid in full. Should the account be referred to an attorney or collection agency, the Customer agrees to pay all costs of collection and reasonable attorney's fee incurred by Bud's Signs, Inc.

Signature _____

Date of Acceptance _____ Signature _____

TENATIVE SCHEDULE FOR GRAND JUNCTION ENTRY SIGNS

We expect to begin the bonding, ordering, permitting, and badging process within 10 days from the NTP. We anticipate this to be around the 17th of October 2022.

We foresee our first pay request for the products that have been ordered to date and wages expensed to date to be presented on Oct 31,2022.

Letter fabrication should start on or around November 1, 2022. Finalization of the Solar design will happen in the seek of November 7, 2022.

Dirt work for building the new mound at 30 road will begin around November 21, 2022

Excavation of foundation holes for 30 Road will happen late in November or the 1st week of December. Setting of the poles and placement of the concrete will happen in the 1st week of December.

Bent I-beam components should be ready for pickup\delivery on the 19th of December. Final assembly and fabrication needed for the I-beam components will begin in the final week of December.

A second payment request will be made on January 2, 2023 for additional expenses incurred to date.

Installation of letters and rails at the 30 Rd project will begin in the week of Jan 9, 2023 and should be completed around Jan 20,2023, with the demo and removal of the existing sign at 28 Road to follow the next week.

Solar and decorative gravel will be installed in the week of January 23,2023

Excavation of foundation holes for the 22 Rd project will begin Jan 30,2023

Setting of the poles and placement of the concrete will happen around Feb 1, 2023.

Installation letters and rails will begin Feb 6, 2023 and be completed around Feb 22, 2023.

Demo and removal of existing sign and extension of the mound at I-70 will begin the week of Feb 20,2023

Excavation of foundation holes for the I 70 project will begin the week of Feb 27,2023.

The next payment request will be presented Feb 28, 2023

Solar installation and decorative rock placement at 22 Rd will be done during the last week of Feb and finishing March 3,2023.

Setting of the poles and placement of concrete at I 70 will be on March 6, 2023.

Installation of letters and rails at I 70 will begin March 6, 2023 and completed March 24, 2023.

Solar installation and placement of the decorative rock will be completed on March 31, 2023.

This schedule does not take in to account any weather delays. With that being said we have set a final completion date of April 30, 2023 to have all components installed, inspected, and approved.

The final pay request will also be on April 30, 2023, unless the project has been completed and approved prior to that date.

Grand Junction Entry Signs Scope of Work

- Sign Contract
- Secure Bond
- Initial scheduling of subcontract work
- Location determination of new structures (City of GJ)
- Acquire Airport security badging
- Planning Dept sign clearance and building permits process
- Site Prep (22 Road City Forestry, others by Bud's)
- Secure I-Beams, poles, materials required for letters and all ancillary pieces through our normal purchasing channels
- Material prep for all phases of fabrication
- Fabrication of letters
- Excavation of foundations (sublet)
- Demolition of existing sign structures (sublet)
- Dirt work for mound construction (sublet)
- Positioning of poles and placement of concrete
- Schedule logistics of I-beam pickup and job site delivery
- Painting of all components
- Location and installation of LED lighting
- Test light assemblies
- Placement and welding of I-beam
- Placement and attachment of letters
- Attachment of solar power supply



LIGHTING SYSTEM



21' LED SYSTEM



(2) 56' LED SYSTEMS

Specifications

For more information on our Border Tubing & Accent collection of products, visit SloanLED.com.



ColorLINE

Dimensions

Width..... 0.44" (11 mm)
 Base width..... 0.59" (15 mm)
 Height..... 1.00" (25 mm)
 Lengths..... 2-ft (0.6-m); 4-ft (1.2-m);
 6-ft (1.8-m); 8-ft (2.4-m)

In-field bends

Radial bend..... 19 ft (5.8 m)
 Flat bend..... 6 ft (1.8 m)

Protection class

IP66

Power capacity

24 ft (7.3 m) per SloanLED 60 W 12 VDC power supply

Colors

Red, Orange, Yellow, Green, Blue, White (6500 K),
 Warm White (3500 K)

Unlit product color chart†

Red PANTONE 485 C	Orange PANTONE 151 C	Yellow PANTONE 3975 C
Green PANTONE 355 C	Blue PANTONE 2935 C	



FlexiBRITE

Dimensions

Width..... 0.6" (15 mm)
 Base width..... 0.5" (13 mm)
 Height..... 1.0" (25 mm)
 Lengths..... 2-ft (0.6-m); 10-ft (3.0-m)

In-field bends

Radial bend..... 12" (305 mm)
 Flat bend..... 1" (25 mm)

Protection class

IP66

Power capacity

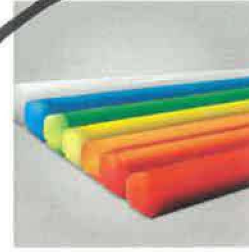
20 ft (6 m) per SloanLED 60 W 12 VDC power supply

Colors

Ruby Red, Citrus Orange, Noviol Gold,
 Emerald Green, Bromo Blue, Snow White

Unlit product color chart†

Ruby Red PANTONE 179 C	Citrus Orange PANTONE 1655 C	Noviol Gold PANTONE 3955 C
Emerald Green PANTONE 2242 C	Bromo Blue PANTONE 2184 C	



LEDStripe

Dimensions

Width..... 1.00" (25 mm)
 Height..... 1.68" (43 mm)
 Lengths..... 1-ft (0.3-m)*; 2-ft (0.6-m);
 4-ft (1.2-m); 6-ft (1.8-m)
 8-ft (2.4-m); 10-ft (3.0-m)

In-field bends

Radial bend..... 14 ft (4.25 m)
 Flat bend..... 19 ft (5.8 m)

Protection class

IP66

Power capacity

60 ft (18.3 m) per SloanLED 100 W 24 VDC power supply

Colors

Red, Orange, Amber, True Yellow, Green, Blue,
 White (6500 K), Lemon Yellow

Unlit product color chart†

Red PANTONE 1797 C	Orange PANTONE 1665 C	Amber PANTONE 2012 C	True Yellow PANTONE 7405 C
Green PANTONE 355 C	Blue PANTONE 2935 C	Lemon Yellow PANTONE 138 C	

* U.S. and Canada only.

† "Unlit product color chart" provided as a courtesy to give a general idea of product color. Colors in chart not printed using Pantone inks and may vary from actual Pantone number/color. For an accurate representation of product color, a Pantone Color Guide book should be used, or order a sample part. For more information on Pantone, visit Pantone.com.

‡ Red available now. White (6500 K, 5000 K, 3500 K) coming mid-April 2020.

ColorLINE is covered by US and foreign patents pending and covered by the following US patents issued: 6,776,504, 6,969,179, and 7,192,157. FlexiBRITE is covered by US and foreign patents pending and covered by the following US patents issued: 6,776,504 and 7,213,941 and European Patent No. 1756471. LEDStripe is covered by US and foreign patents pending and covered by the following US patents issued: 6,776,504, 6,969,179, and 7,192,157.



SloanLED FlexTAPE

Dimensions L x W x H

16.4' x 0.3" x 0.1"
 (5 m x 8 mm x 3 mm)

Comes in 6.4-ft (5-m) reels

Approx. cut increments

2" (50 mm)

Power per ft/m

Whites 1.4 / 4.6 W
 Colors..... 1.1 / 3.6 W

Power capacity per SloanLED 60 W 12 VDC power supply

Whites 38.4 ft / 11.7 m
 Colors..... 3 assemblies (49.2 ft / 15.0 m)

Colors

White (6500 K, 5000 K, 3500 K) and Red‡

SloanLED Headquarters

5725 Olivias Park Drive, Ventura, CA, USA
 805.676.3200 · info@SloanLED.com



SloanLED.com

Specifications subject to change without notice.
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SloanLED Europe b.v.

Argonstraat 110, 2718 SN Zoetermeer, NL
 +31 88 12 44 900 · europe@SloanLED.com

CELEBRATING



PGRM POLE TOP MOUNT



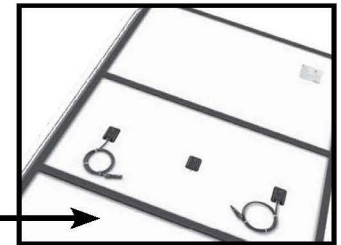
VERTICAL AND HORIZONTAL SCHEDULE 40 PIPE IS NOT INCLUDED - PURCHASE LOCALLY

- The PGRM Series Pole Mount can be used to mount up to 6 solar modules with a frame thickness between 1.18" and 2"
- Install up to 92 square feet of modules on a single 4" Schedule 40 pole and up to 130 square feet of modules on two 4" schedule 40 poles
- Suitable for wind speeds up to 115 MPH. For high wind speed areas use 2 vertical poles on mounts with 4 or more modules
- Tilt angle can be adjusted from 0° to 90° and is easily adjusted seasonally
- All sizes can ship by UPS Ground
- Simple one-person installation and adjustment



User supplies 4" schedule 40 steel pipe(s) for vertical pole and a 3" schedule 40 steel pipe for the horizontal beam. Calculation of the required horizontal beam length (L) in inches:

$$L = 5 + (Q \times W) + ((Q-1) \times 1.28) \quad \text{where } Q = \text{module quantity, } W = \text{module width}$$



If you are installing solar modules with rear cross supports, order 29-08RC-000

Part Number	Description
UNI-PGRM/1P1	POLE MOUNT FOR 1 MODULE WITH 1 VERTICAL POLE
UNI-PGRM/2P1	POLE MOUNT FOR 2 MODULES WITH 1 VERTICAL POLE
UNI-PGRM/3P1	POLE MOUNT FOR 3 MODULES WITH 1 VERTICAL POLE
UNI-PGRM/4P1	POLE MOUNT FOR 4 MODULES WITH 1 VERTICAL POLE
UNI-PGRM/5P1	POLE MOUNT FOR 5 MODULES WITH 1 VERTICAL POLE
UNI-PGRM/5P2	POLE MOUNT FOR 5 MODULES WITH 2 VERTICAL POLES
UNI-PGRM/6P1	POLE MOUNT FOR 6 MODULES WITH 1 VERTICAL POLE
UNI-PGRM/6P2	POLE MOUNT FOR 6 MODULES WITH 2 VERTICAL POLES
70-0300-PGM	ADDITIONAL POLE CAP FOR HIGH WIND LOCATIONS
PGRM-MID	SPARE MID CLAMPS - USED BETWEEN EACH MODULES
PGRM-END	SPARE END CLAMPS - FOR END OF ROW
29-08RC-000	END CLAMP FOR MODULES WITH CROSS BARS IN FRAME - USE 1 PER MOUNT



FL25

Solar Sign Light System With 3 Light Fixtures



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*SUBJECT TO OUR TERMS & CONDITIONS, AND RETURNS POLICY

Lowest Price* **Worldwide*** **10 Year*** **20 Year*** **Lifetime***
Guarantee Shipping System Warranty Panel Warranty Tech Support

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FL25 Solar Sign Light System With 3 Light Fixtures

Solar Makes Sense

cheaper than trenching



No monthly bills

Federal and local incentives



Renewable energy.

Green Image.



Purchase with Confidence



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Lowest Price* Guarantee

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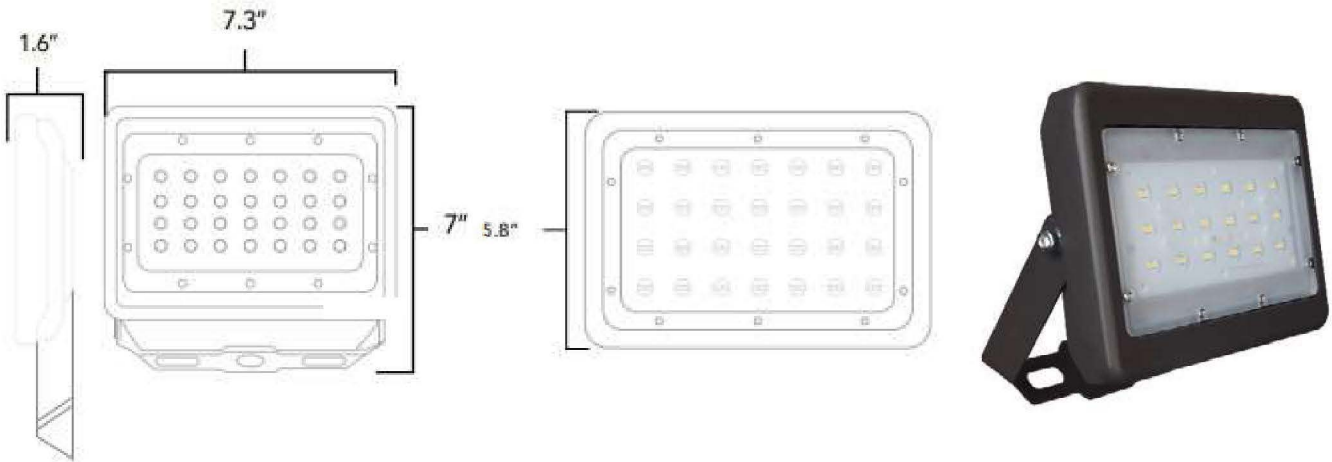
Solar Sign Light System With 3 Light Fixtures



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Color Temperature	5700k	Waterproof Rating	IP65
CRI	>70	LED Brand	LUMILEDS
Input Power	5W, 10W, 20W or 30W	LED Type	LUXEON 3030 2D
Lumens	5W 665 lm	Cable Length	20'
	10W 1330 lm	PF	>0.9
	20W 2660 lm	Housing	Aluminum, PC, Steel
	30W 3990 lm	Housing Color	Brown / Bronze
Viewing Angle	7H7V	Operating Temperature	-4° to 113°F
Input Voltage	24V DC	Safety Certification	UL, cUL, DLC
Driver Model	Meanwell		



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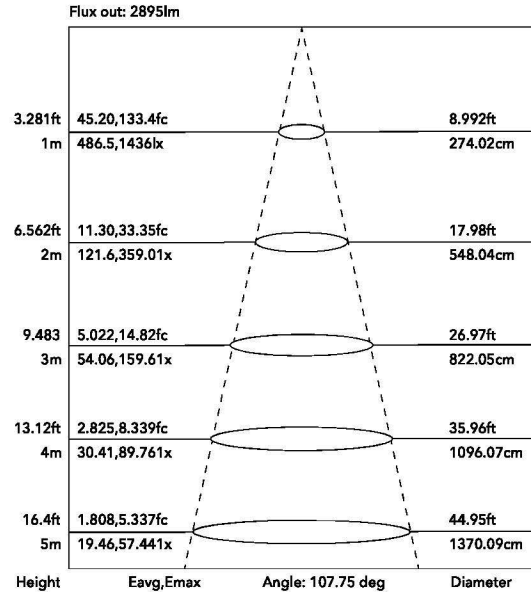
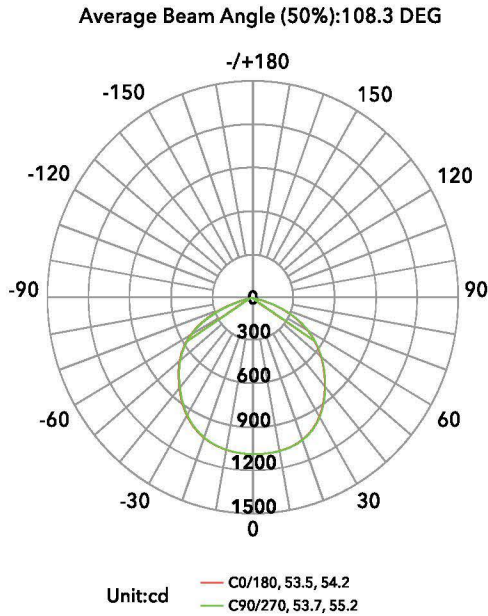
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Solar Sign Light System With 3 Light Fixtures

LIGHT DISTRIBUTION TESTING PARAMETERS

Data of Lamp		Photometric Data			Eff: 129.56 lm/W
Model		I _{max} (cd)	1437	S/MH (C0/180)	1.28
Nominal Power (W)	30	LOR (%)	100.0	S/MH (C90/270)	1.30
Rated Voltage (V)	24	Total Flux (lm)	3736.9	η UP, DN (C0-180)	0.1, 50.6
Nominal Flux (1m)	3736.91	CIE Class	Direct	η UP, DN (C180-360)	0.1, 49.3
Lamps Inside	1	η up (%)	0.1	CIBSE SHR NOM	1.25
Test Voltage	24	η down (%)	99.9	CIBSE SHR MAX	1.35

LUMINOUS INTENSITY DISTRIBUTION DIAGRAM



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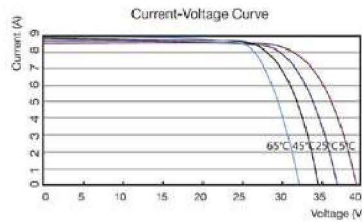
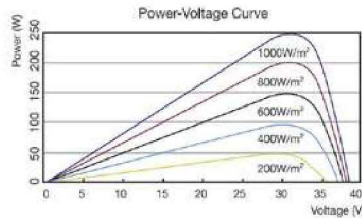
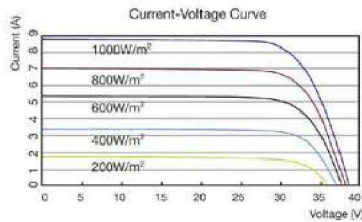
Solar Panel

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Photovoltaic Module

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MC4 Connector



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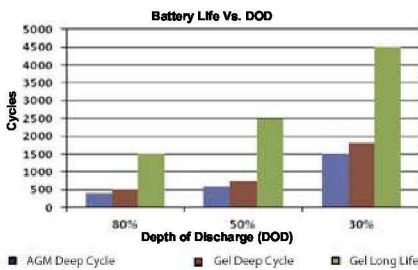
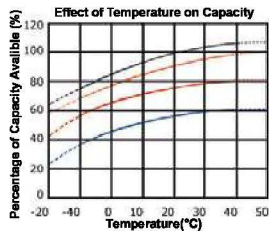


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Solar Sign Light System With 3 Light Fixtures



Battery



VRLA Technology

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Optional Battery Enclosure Mounting Hardware

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Optional Solar Panel Mounting Hardware



SP11

SP12

SP04 / SP08

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Remote Solar Power Systems

A complete stand-alone solar power system designed specifically to suite your application's power requirements.

Our custom systems are engineered to reliably power just about any device where electricity is not readily available.

Common applications for these systems include: lighting, video surveillance, security systems, wifi access points, gauging & flow monitoring equipment, irrigation control, meteorological & seismic monitoring devices, and much more...

Our systems can provide a wide variety of voltages from 12VDC, 24VDC, 36VDC, 48VDC, 120VAC or 240VAC; fully customizable per the application at hand.

The systems are shipped complete with all of the essential equipment needed for a typical installation. They are designed to be quick and easy to install, with little to no solar installation experience required.

Simply mount the solar modules and battery enclosure, install the batteries, and then connect the load up to the system. Most programming and configuration will be done by our technicians during assembly. After installation, the system should require little to no maintenance for quite a few years.

Systems are typically designed as permanent assemblies but we can also design systems to be transportable for applications requiring portability and/or rapid deployment.



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Solar Makes Sense

Using a solar lighting system is often **cheaper than trenching** cables to remote sites or through parking lots, under roads and sidewalks.



No monthly bills for electric usage, meter fees, or taxes.

Federal and local incentives may be available to offset the cost of the system. View our website for current incentives.



Renewable energy. Use the sun's unlimited power as a clean source of renewable energy.

Green Image. Let people know your company or organization is doing its part in reducing its reliance on unclean energy.



Purchase with Confidence



Established in 2002 with offices and warehouse located in Fort Myers, Florida where we store, assemble, ship, and support our products.



We stand behind our systems with a 20 year limited warranty on the solar panels, and a 10 year limited warranty on the system.



Our superior customer service and support is proven with our A+ rating with the Better Business Bureau.



Technical support is available for life! We'll be here to assist you with support and troubleshooting if the need arises.

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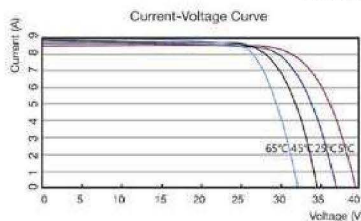
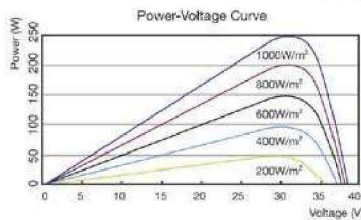
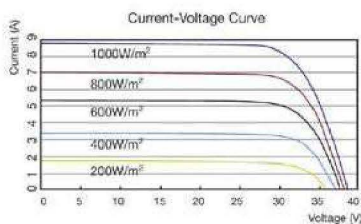
Remote Solar Power Systems

Solar Panel

Systems are supplied with high quality monocrystalline or polycrystalline solar panels with the highest performance and efficiency. They are designed to endure the harshest environments, and are guaranteed to provide power for well over 20 years. Typically manufactured in the USA, Canada, or Germany. The solar panel power is subject to load power consumption and installation location.



MC4 Connector



Photovoltaic Module

- Solar array power ranges from 10W and up. An array of any size can be designed from a couple watts to many kilowatts depending on the system's power requirements.
- The solar panel power is subject to load consumption, installation location, and illumination period. Please consult our engineers for specific solar power requirements.
- Solar panels can be supplied in a single or dual format (2 x 100W = 200W etc.)
- Typical solar panel life is over 30 years, subject to environmental factors.
- Systems are supplied with highly efficient monocrystalline or polycrystalline solar panels.
- Modules are certified to withstand high wind loads (340PSI) and snow loads (780PSI); and resistance to salt and ammonia.
- Manufactured to national and international standards, verified and certified by independent testing laboratories. (UL, ETL, IEC, MCS, & TUV)
- Most high-power modules will include latching connectors with PV wire for quick connection and the low power modules typically include insulated UV resistant cable.
- All modules are assembled to strict quality control standards; international standards ISO 9001 and ISO 14001.
- 65W panel dimensions: 34.25" x 20.13" x 1.5"
- 90W panel dimensions: 32.35" x 26.22" x 1.5"
- 100W panel dimensions: 40.25" x 26.25" x 1.5"
- 120W panel dimensions: 47.87" x 26.43" x 1.5"
- 170W panel dimensions: 44" x 38.7" x 1.5" (or may be supplied as two 90W panels).
- 200W panel dimensions: 62.18 x 31.87" x 1.5"
- 275W panel dimensions: 64.38" x 39" x 1.5"
- 340W panel consists of two 170W panels.



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Remote Solar Power Systems



“EastPenn batteries are engineered and tested to provide reliable, long-lasting power for Photovoltaic (PV) and renewable energy applications where frequent deep cycles are required and minimum maintenance is desirable.”



Made in the USA



Battery

- Variable system voltage depending on application and required battery capacity: 12V, 24V, 36V, or 48V
- Available battery capacities range from 32Ah to 245Ah (per battery).
- Choice of two LA battery types: Absorbed Glass Mat (AGM) or Gel Cell. Other battery types, such as lithium, are available at special request.
- Please consult our engineers for your system’s specific battery capacity requirements.
- All batteries are classified as Non-spillable (defined by DOT, ICAO and IATA), NonHAZMAT.
- Conforms to ISO9001, ISO/TS 16949, and ISO14001 standards.
- Typical battery life is approximately 5 to 7 years, subject to environmental factors.
- 100% made in the USA.

VRLA Technology

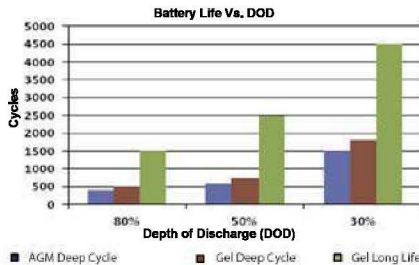
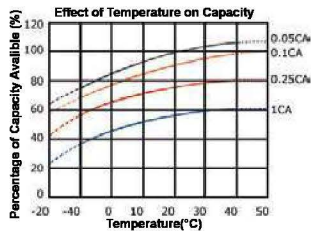
VRLA batteries are maintenance free for life. VRLA stands for Valve Regulated Lead Acid, which means the batteries are sealed. Gas will only escape through the safety valves in the case of overcharging or cell failure.

AGM and Gel batteries have exceptional discharge recovery, even after deep or prolonged discharge. However, it should be noted that repetitive deep discharge and prolonged deep discharge have a negative influence on the service life of all lead acid batteries.

Gel batteries in general have a longer service life and better cycle capacity than AGM batteries.

Please Note: The rated capacity of our AGM or gel deep cycle batteries refer to 20 hour discharge rate (i.e. 0.05CA). Most products actually operate near, or at a 100 hour discharge rate (i.e. 0.01CA) and thus actual available battery capacity is slightly higher than the advertised rate.

The total available battery power is measured in watt-hour (Wh) or V*Ah. When comparing battery capacity, note that the battery capacity from a 12V system is not interchangeable with the battery capacity of a 24V system. However, the total battery power (i.e. watt-hours) is always comparable provided the correct system voltage is considered during calculation.



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Remote Solar Power Systems



Charge controllers available from 10A to 100A, capable of handling array voltages up to 250VDC, and battery bank voltages from 12V to 48V.



Maximum Power Point Tracking

Supplied standard with the most advanced and sophisticated MPPT charge controller technology. Allowing for full system programmability and load control; with intelligent battery management. MPPT technology increases power generation by up to 30% during inclement periods, and intelligent battery management provides extended battery life and extra protection against excessive discharge.



*Real time data monitoring, 30 day performance history, and user programmability from Apple or Android smartphones.

Load Control

The comprehensive load control system allows for extensive configuration, including dynamic activation and on some models optional dimming for some lighting. Load activation is controlled by the charge controller and solar panel.

Load Control Relay



For high current load control applications, our full programmable load control relays can handle up to a maximum of 220A.

MPPT Control Module

- The MPPT controller offers full programmability of load output: dusk to dawn, multi-timed mode, and programmable low voltage disconnect.
- For high current loads the charge controller can activate and deactivate solid state relays based on internal programming to control DC power delivery and/or AC power delivery to loads.
- Intelligent battery management software is used to protect the battery from being excessively discharged. The controller will monitor the state of charge on the battery, and if needed, day by day slightly increase the load disconnect level (i. e. disconnect the load earlier) until the harvested solar energy is sufficient to recharge the battery to nearly the full 100% at least once a week. Allowing for the longest life possible from the batteries.
- Controller size and ratings are subject to solar panel and battery specifications.
- *All models support real time data monitoring, 30 day performance history, and user programmability from Apple or Android smartphones, tablets, etc. On some models use of this feature requires the optional MPPT Bluetooth Dongle.

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Remote Solar Power Systems

Battery Enclosures

We stock several types of battery enclosures, ranging from various sizes and construction materials. The type of battery enclosure provided will depend on the size of the batteries required, and/or how the battery enclosure needs to be mounted. All battery enclosures are weather rated, designed for interior or exterior installation.



BE01 Battery Enclosure

- Plastic construction.
- Supplied with outlets or cable glands dependent on system requirements.
- Hinged lockable lid (padlock not included).
- Dimensions: 12 3/16" x 9" x 6 1/2" (310mm x 225mm x 165mm)

BE02 Battery Enclosure

- Galvanized steel construction.
- Fitted with 4 outlets, and one solar panel input.
- Hinged lockable lid (padlock not included).
- Dimensions: 13" x 9 7/8" x 8 7/8" (330mm x 250mm x 225mm)

BE03 Battery Enclosure

- Galvanized steel construction.
- Fitted with 8 outlets, and one solar panel input.
- Hinged lockable lid (padlock not included).
- Dimensions: 18 1/8" x 14 3/8" x 11 3/16" (460mm x 365mm x 284mm)

BE04 Battery Enclosure

- Galvanized steel construction.
- Knock-out holes on the bottom and side of enclosure.
- Hinged lockable door (padlock not included).
- Pole mount option.
- Dimensions: 9 7/8" x 16 1/5" x 24" (250mm x 420mm x 610mm)

BE05 Battery Enclosure

- Galvanized steel construction.
- Hinged lockable door (padlock not included).
- Cable entry hole on the back of the enclosure.
- Dimensions: 20 1/2" x 13 5/8" x 33" (521mm x 345mm x 838mm)

BE08 Battery Enclosure

- Galvanized steel construction.
- Knock-out holes on the bottom and side of enclosure.
- Hinged lockable door (padlock not included).
- Pole mount option.
- Dimensions: 16 3/4" X 12 7/8" X 12 1/2" (423mm X 327mm X 318mm)

Custom Battery Enclosures - Special Order Item

- Aluminum / stainless steel construction.
- Knock-out holes / glands on the enclosure.
- Hinged lockable door (padlock not included).
- Dimensions: Vary depending on battery requirements.

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Remote Solar Power Systems



Each solar panel is supplied with a pair of metal mounting triangles. These triangles allow the installer to mount the solar panel at an appropriate angle to a solid vertical or horizontal surface (such as a wall or concrete pad).

The panels can be installed in numerous ways, but note that the solar must be mounted at an appropriate angle (15° plus site latitude), face due south for the northern hemisphere and north for the southern hemisphere, and be in clear view of the sun (with no shading).

Optional Battery Enclosure Mounting Hardware

If you need to mount your battery enclosure to a round post or pole, you can purchase our optional battery enclosure pole mount hardware kits.



SP13

The SP13 battery enclosure pole mount kit can be used to mount our BE02, or BE03 to a round pole or post. Pole diameter options vary between 2" to 8" diameter.



Optional Solar Panel Mounting Hardware

Below are solar panel pole mount options that can be purchased as an optional extra.

SP11

Can accommodate panels up to 39" wide



SP12

Can accommodate one or two panels, up to 39" wide each.



SP04 / SP08

SP04 can accommodate panels up to 20" wide. SP08 can accommodate panels up to 26" wide.



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20 Year*
Panel Warranty



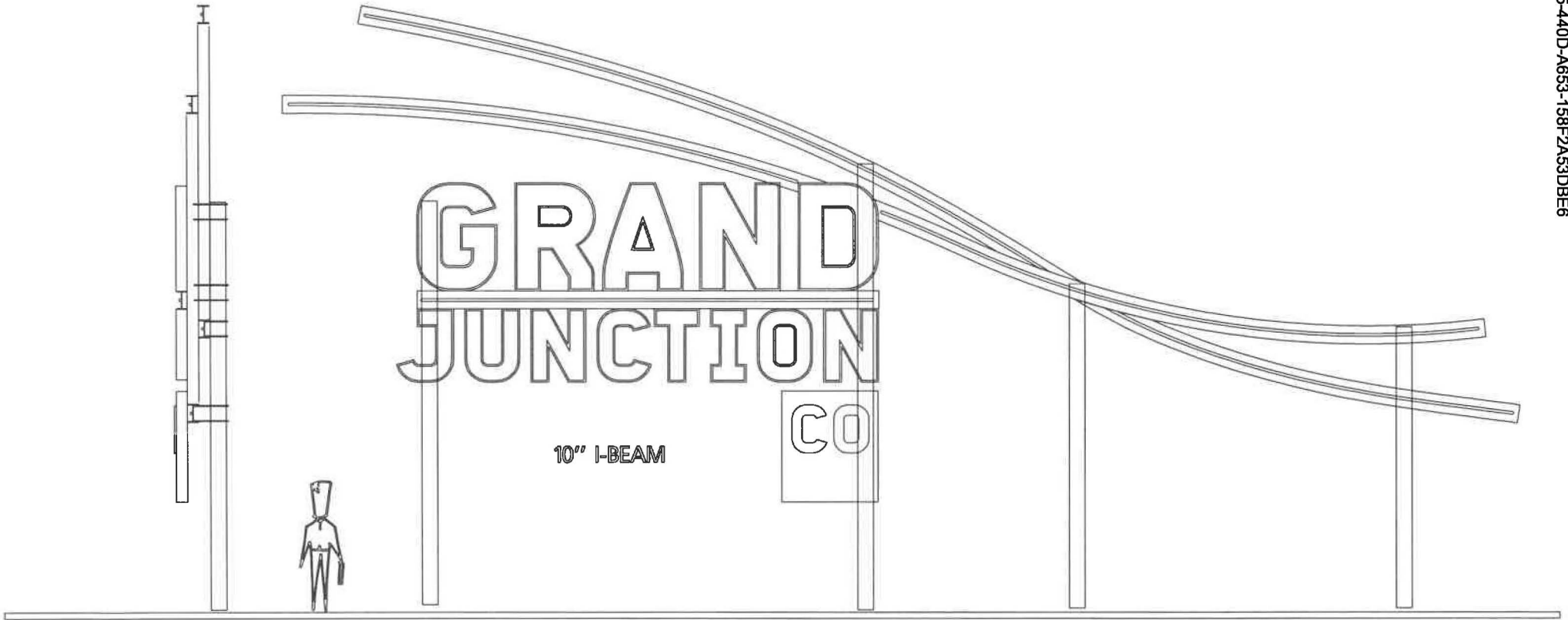
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Bud's Signs, Inc.

Design/Build Grand Junction Welcome/Entry Signs

RFP-5094-22-DD

Original Proposal

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5094-22-DD

"Design/Build Grand Junction Entry / Welcome Signs"

Offeror must submit entire Form completed, dated and signed.

1) Cost plus a Fixed Fee with a Guaranteed Maximum Price:

Fixed Fee \$ 426,000.00

FIXED FEE WRITTEN: Four hundred twenty six thousand dollars.

Guaranteed Maximum Price (fixed fee shall be included in GMP) \$ 426,000.00

GUARANTEED MAXIMUM PRICE WRITTEN: Four hundred twenty six thousand dollars.

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

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 1

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

Buds Signs
Company Name (Typed or Printed)

[Signature]
Authorized Agent Signature

1040 Pitkin Ave
Address of Offeror

Grand Jct. CO. 81501
City, State, and Zip Code

Paul Schritter
Authorized Agent - (Typed or Printed)

970 245-7700
Phone Number

Paul@buds-signs.com
E-mail Address of Agent

7-18-22
Date

1040 Pitkin Ave
Grand Junction, CO 81501



Ph: 970-245-7700
Fax: 970-243-0677

To whom it may concern,

We at Bud's Signs and Neon are very interested in pursuing the contract for the Grand Junction Entry/Welcome signs project.

We have been a leader in the Sign design, build, and installation Industry Grand Junction for over 40 years. In this time, we have completed many projects for the City of Grand Junction, Mesa County, State of Colorado, and many other neighboring communities and businesses of various types of projects. We are very much looking forward to partnering with the City in this newest endeavor.

The lead contact for this project will be Paul Schritter

Contact info for Paul:

Office phone 970-245-7700

Cell phone 970-260-0566

Email paul@buds-signs.com

Paul and Bud Preuss will have the authority to sign for Bud's Signs in regards to all agreements relating to this project.

Bud Preuss

A handwritten signature in blue ink, appearing to read "Bud Preuss".

Paul Schritter

A handwritten signature in blue ink, appearing to read "Paul Schritter".

1040 Pitkin Ave
Grand Junction, CO 81501



Ph: 970-245-7700
Fax: 970-243-0677

Contract Experience and Capabilities

Our lead installers have accumulated more than 15 years of sign installation experience. Some of the projects that have been completed in the recent past include Vectra Bank Central in Pueblo, Vectra Bank South in Pueblo, Vectra Bank North in Pueblo, CMU baseball scoreboard, Stocker Stadium Renovations.

Bud Preuss, Owner, has supervised the entire operation of the business for over 40 years. During this time, he has spent countless hours in the field in a supervisory sense for more difficult installation projects.

Kevin Peebler, General Manager, has been in the sign business for over 30 years in various positions. Kevin is one of the most talented and accomplished designers in the sign industry.

Paul Schritter, Installation Manger, has over 30 years' experience in business, from business ownership for 26 years and most recently 6 years with Bud's as an installation manager and contract administrator.

We have biweekly safety meetings to discuss current situations and what to expect with the jobs that are coming up. We are proud to say that we are fortunate to have had but one lost time injury in the past 3 years.

We plan to use Barnes Electric for the electrical components of this project, Hi River Excavation for the dirt work components, JT Crane service for the lifting of the beams, Precision Hydro Vac to excavate the foundations, and plan to do the rest with our own equipment and personnel.

1040 Pitkin Ave
Grand Junction, CO 81501



Ph: 970-245-7700
Fax: 970-243-0677

Qualifications and Experience\Credentials:

Our lead installers recently completed a 4-piece City entrance sign project for the City of Craig, CO. This comprised of some demolition and rebuilding of new sign structures at each of the compass points of the City outer limits. They were supervised during this process by Bud Preuss, owner of the Company. Bud has had over 40 years of varied sign installation projects requiring engineering and application decisions made on site to complete projects on time and on budget.

Some of the recent projects that we have completed include the following: Grand Junction Bike Path Wayfinding project, CMU Baseball scoreboard, American Furniture sign renovations for all Front Range stores, and resigning of all the Vectra Bank branches across Colorado, and the Timberline Bank headquarters.

Our two lead designers within our Company have combined more than 70 years of sign design, ranging from simple to extremely complex.

These past couple of years have presented multiple challenges, such as labor shortages and supply chain issues. These additional problems have created many strong headwinds that have taught us, as a company as well as individuals, how to seek alternative solutions to the many problems that continue to hamper the business environment that we once knew. We have found alternate sources for some products as well as been able to add additional key personnel to our install team.

We pride ourselves in the fact that we pay close attention to details of the original plans, specs, and drawings and have not needed to ask for change orders other than in the situations where the Owner has requested a change to the original design. I am certain that our records would show you less than 5% of our projects had change orders. Furthermore, we strive to stay within the planned completion time for all projects. If there are unforeseen circumstances that arise, we word diligently to ensure that we stay within &/or close to those time frames.

1040 Pitkin Ave
Grand Junction, CO 81501



Ph: 970-245-7700
Fax: 970-243-0677

Start Up, Commissioning, Performance Verification, and Training

Upon the receipt of the NTP and the deposit/down payment, we begin in earnest with the final design and engineering process. We generally see this as a 20-workday process. Once this process has been completed and submittals approved, materials will be ordered. The receipt of the steel components for this project is a variable that will need to work on, as this commodity has created some issues with scheduling in the past. As this step is in the works, we will begin the removal of the exiting sign and dirt work shall begin in preparation of the new sign erection. Following the dirt work, our hydrovac subcontractor will arrive to excavate the holes for the pole foundations. County Building will be called in to inspect the foundation and rebar cage for the foundation. Following this approval, concrete and the pole structural components will be placed. Following the correct curing time, the finished element of the sign will be placed, installed, and tested. We expect this to be a 4-week endeavor for each of the signs following the delivery of the steel beams component.

With the allowance for the steel beams to arrive in 3 weeks and the above stated timeline, we project that this project will be complete in 126 days. Final completion date will be a result of the NTP and deposit/down payment check arrival.

Performance verification will be a constant monitoring situation with various people checking on progress and the quality of work delivered. We do not anticipate any additional training to be required as no aspect of this installation is radically different than most any other installation project.

1040 Pitkin Ave
Grand Junction, CO 81501



Ph: 970-245-7700
Fax: 970-243-0677

Strategy and Implementation Plan

Our goal is to provide an eye-catching and welcoming sign to embrace tourists and potential new residents to our city. We plan to attain this goal by using our multiple years of experience, varied skills, talents, and abilities to build this one-of-a-kind art piece as a gateway to the City of Grand Junction. We have successfully created a similar situation for the City of Craig, on a much smaller degree, but the city is quite happy with the pieces that we added to each of the entrances to their city.

We will, like we do with every project that we produce from our facility, take great pride in our finished product. Not only will these be a beacon for the city but a piece that we would be honored to hang our hat on as well.



1040 Pitkin Ave.
 Grand Junction, Colorado 81501
970-245-7700

PROPOSAL AND ACCEPTANCE

PROPOSAL SUBMITTED TO City of Grand Junction		PHONE	DATE 07-18-2022
STREET		JOB NAME Grand Junction Entry Signs	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

All Labor and Materials for the following:

- 3- New City Entry Signs per plans provided
- Removal of 2 existing signs
- Construction of 3 new location mounds
- Construction of 3 new signs as shown on our attached rendering

TOTAL: (no taxes or permit fees included in these prices) 142,000/ each \$426,000

We Propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:

***** Four Hundred Twenty Six Thousand and 00\100 ***** 426,000
 _____ dollars (\$ _____).

Payment to be made as follows: 50% down balance due upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's compensation insurance.

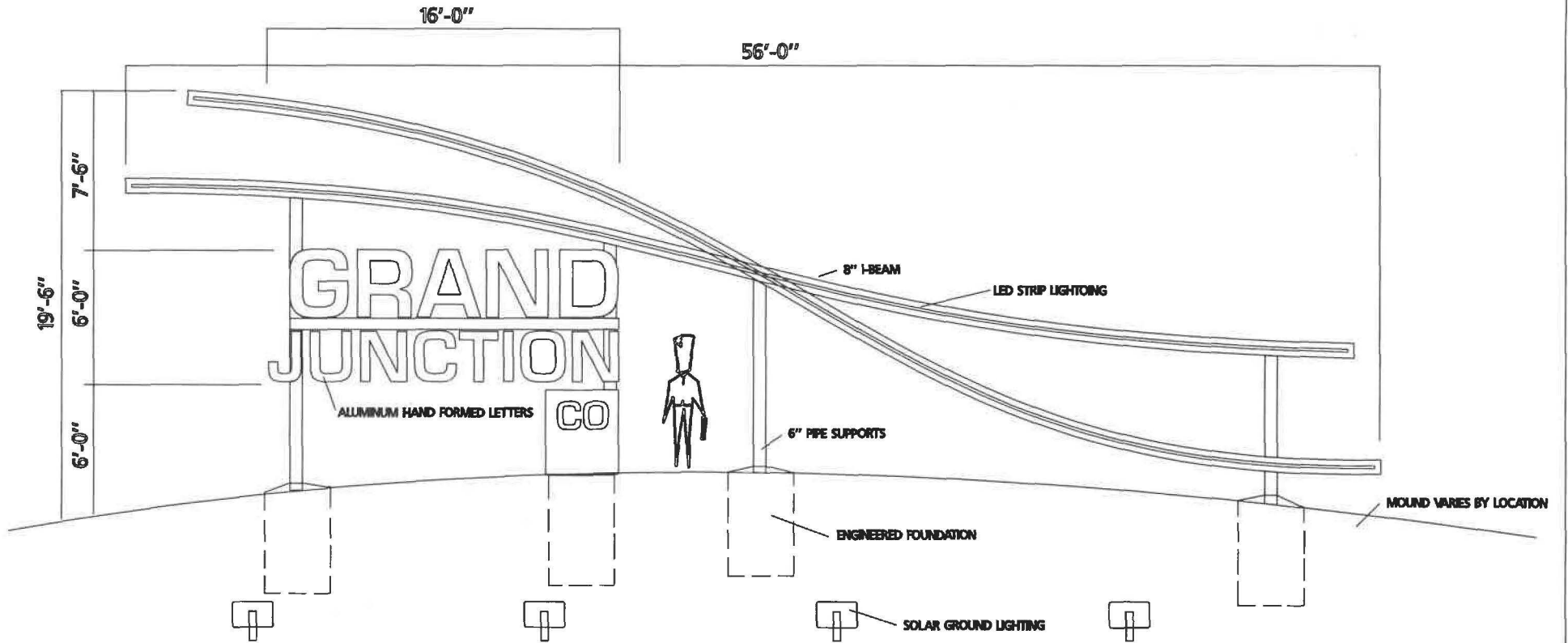
Authorized Signature Paul Schritter

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

Acceptance of Proposal - The Customer agrees, that in consideration of the services to be rendered by Bud's Signs, Inc., the Customer hereby obligates itself/himself/herself to pay for the labor, services, and materials rendered. The Customer agrees that payment for the labor, services and materials of Bud's Signs, Inc., is due and payable within 30 days of submission of the final invoice. The Customer further agrees that any accounts not paid within 30 days of submission of final invoice shall bear interest at the rate of 1.5% per month (18% per annum) until paid in full. Should the account be referred to an attorney or collection agency, the Customer agrees to pay all costs of collection and reasonable attorney's fee incurred by Bud's Signs, Inc.

Signature _____

Date of Acceptance _____ Signature _____



CITY OF GRAND JUNCTION
WELCOME SIGNS





Performance Bond

999217985

CONTRACTOR:

(Name, legal status, and address)

Bud's Signs, Incorporated

1040 Pitkin Ave
Grand Junction, CO 81501

OWNER:

(Name, legal status, and address)

City Of Grand Junction

250 North 5th Street
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date: November 15, 2022

Amount: \$438,000.00 Four Hundred Thirty-eight Thousand Dollars And Zero Cents

Description:

(Name and location)

Welcome Signs-Hwy 50 I-70 Horizon I-70 22 Road

BOND

Date: November 15, 2022

(Not earlier than Construction Contract Date)

Amount: \$438,000.00 Four Hundred Thirty-eight Thousand Dollars And Zero Cents

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Bud's Signs, Incorporated

Signature:

Name and Title: **PRESIDENT**

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

(FOR INFORMATION ONLY — Name, address, and telephone)

AGENT or BROKER:

HOME LOAN & INVESTMENT CO

205 N 4th St
Grand Junction, CO 81501

SURETY:

(Name, legal status, and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

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

SURETY

Company:

The Ohio Casualty Insurance Company

Signature:

Name and Title: Jerry Hamilton - Attorney in Fact



Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A312-2010 Edition Performance Bond.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text
in **AIA Document A312-2010 Edition Performance Bond.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§ 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text
in AIA Document A312-2010 Edition Payment Bond.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: Bud's Signs, Incorporated
Agency Name: HOME LOAN & INVESTMENT CO Bond Number: 999217985
Obligee: City Of Grand Junction
Bond Amount: (\$438,000.00) Four Hundred Thirty-eight Thousand Dollars And Zero Cents
Contract Amount: (\$438,000.00) Four Hundred Thirty-eight Thousand Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Jerry Hamilton in the city and state of Grand Junction, CO, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company
By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 15th day of November, 2022.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary