



## NOTICE TO PROCEED

Date: May 24, 2023

Contractor: North Peak, Inc.

Project: South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Installation

In accordance with the Contract dated May 19, 2023, the Contractor is hereby notified to begin work on the Project on or before May 30, 2023

The date of final completion as determined is December 31, 2023.

### CITY OF GRAND JUNCTION, COLORADO


A handwritten signature in blue ink that reads "Dolly Daniels".

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Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: North Peak Construction

By:   
0FE7224FDDBC4DD...

Print Name: Jeremy Haptonstall

Title: Director of Operations

Date: 5/24/2023



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this **19th day of May, 2023** 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 **North Peak, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Installation.**

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Negotiated Proposal (including E-Mail correspondence)
- Solicitation Documents for the Project; **South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Installation IFB-5163-23-DD;**
- Notice of Award
- Contractor's Original Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

## ARTICLE 2

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

## ARTICLE 3

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

## ARTICLE 4

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

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Three Hundred, Ninety-Eight Thousand, and 00/100 Dollars (\$398,000.00)**. 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 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 (30) 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 percent (100%) of the Contract Price set forth in Article 5.

#### ARTICLE 7

Contract Binding: The Owner and the Contractor each bind 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.





**NOTICE OF AWARD**

Date: May 19, 2023  
Company: North Peak, Inc.  
Project: South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Installation IFB-5163-23-DD

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You have been awarded the City of Grand Junction Contract for the South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Installation (IFB-5163-23-DD) for a lump sum fee of **\$398,000.00**.

Please notify Randy Coleman, Parks Superintendent at 970-254-3821 or [randyc@gjcity.org](mailto:randyc@gjcity.org) for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr.*

9E789E7D50E44BC

Duane Hoff, Jr. Contracts Administrator

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: North Peak Construction

DocuSigned by:

*Jeremy Haptonstall*

0FE7224FDDBC4DD...

By: \_\_\_\_\_

Title: Director of operations

Date: 5/19/2023



**Purchasing Division**

## **Invitation for Bid**

**IFB-5163-23-DD**

### **South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Installation**

#### **Responses Due:**

**February 14, 2023 Prior to 2:00 PM**

**Accepting Electronic Responses Only**  
**Responses Only Submitted Through the Rocky Mountain E-Purchasing**  
**System (RMEPS)**  
**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

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

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

#### **Purchasing Representative:**

**Dolly Daniels, Senior Buyer**

**[dollyd@gjcity.org](mailto:dollyd@gjcity.org)**

**970-256-4048**

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

# **Invitation for Bids**

## **Table of Contents**

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Contractor's Bid Form

### **Attachments**

**A: Exeloo Jupiter Twin Design Platinum Restroom**

<http://trimview.gjcity.org/?=SOLDOC/25218>

**B: Jupiter Twin Floor Plan**

<http://trimview.gjcity.org/?=SOLDOC/25219>

**C: Restroom Location Map**

<http://trimview.gjcity.org/?=SOLDOC/25220>



# **1. Instructions to Bidders**

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

- 1.1 Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for purchase and installation of a prefabricated portable restroom. The City is requiring the Exeloo Jupiter Twin Platinum **OR EQUAL**. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

## **IFB Questions:**

Dolly Daniels; Senior Buyer  
[dollyd@gjcity.org](mailto: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 Non-Mandatory Pre-Bid Meeting:** **Prospective bidders are encouraged to attend a recommended pre-bid meeting on January 19, 2023, at 1:00 PM. Meeting location shall be at the site as shown in Appendix C. (South 5<sup>th</sup> Street just South of Main St)** The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. Prequalification Requirement:** Contractors submitting bids over \$500,000 must be pre-qualified in accordance with the City's "Contractors Prequalification Application". All bids received by the specified time will be opened, but the City will reject bids over \$500,000 from contractors who have not been prequalified. Application forms for prequalification are available by clicking the [Application Link](#) Call 970-256-4082 for additional information. Due to the time required to process applications, all applications must be submitted no later than the application due date stated in the solicitation document. Contractors may view their approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).
- 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. **Submission:** ***Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)).*** ***This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals.*** ***(Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)*** Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/bids/> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

**Solicitation Opening South 5th Street Prefabricated Restroom Purchase and Installation IFB-5163-23-DD**

Feb 14, 2023, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/408395077>

You can also dial in using your phone.

Access Code:

408-395-077

United States:

[+1 \(408\) 650-3123](tel:+14086503123)

Join from a video-conferencing room or system.

Meeting ID:

408-395-077

Dial in or type:

67.217.95.2 or [inroomlink.goto.com](http://inroomlink.goto.com)

Or dial directly:

408395077@67.217.95.2 or 67.217.95.2##408395077

**Get the app now and be ready when your first meeting starts:**

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

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

The Offeror shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and

quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Offeror, Offeror's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

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

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

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

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

All names must be typed or printed below the signature.

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

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

- 1.9. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.10. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.11. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.12. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.13. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly.

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

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

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

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

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

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

- 1.15. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/business-and-economic-development/bids/>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.16. Taxes:** The Owner is exempt from State and Federal tax. The bid price must be net, exclusive of taxes.
- 1.17. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.18. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.19. Exceptions and Substitutions:** Bidders taking exception to the specifications and/or scope of work shall do so at its own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications and/or scope of work. The absence of such a list shall indicate that the Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.
- 1.20. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.21. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

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

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

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

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

## **2. General Contract Conditions for Construction Projects**

- 2.1 The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that a representative from the firm has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts

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

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

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

- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the work under the contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without



such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable.

- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-contractors, its agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work, it shall remove all his waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery and surplus materials.
- 2.16. Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

The Contractor shall file a copy of the policies or Certificates of Insurance acceptable to the City with the Engineer within ten (10) Calendar Days after issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.

- 2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.18. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.19. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for

each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

- 2.20. Progress & Completion:** The Contractor shall begin the work on the Commencement Date and perform the Work expeditiously with adequate forces to complete the Work within the Contract time/by the Completion date.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. 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 contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds as 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.

- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

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

- 2.27. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.29. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or

other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.

- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.34. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.

- 2.35. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.37. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.38. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.39. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.40.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.40.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.41. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado, Colorado Revised Statutes. § 8-17.5-101, *et seq.*

- 2.43. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.44. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.45. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.46. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.47. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;

- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

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

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

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

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

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

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



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

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

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

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

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

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

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

**2.52. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

**2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

- 2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.55. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.56. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this agreement.
- 2.58. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from the fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. Colorado law prohibits obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligation(s) as required by Article X, Section 20 of the Colorado Constitution and other applicable law(s).
- 2.59. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on the solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.60. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by Colorado Revised Statutes §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to Colorado Revised Statutes. §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 Colorado Revised Statutes §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 Colorado Revised Statutes §8-17-101(2)(a).

**2.60.1.** "Public project" is defined as:

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

### **3. Statement of Work**

**3.1 GENERAL:** The City of Grand Junction is soliciting competitive bids from qualified and interested firms for all labor, equipment, and materials required for purchase and installation of a prefabricated portable restroom. The City is requiring the Exeloo Jupiter Twin Platinum **OR EQUAL**. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

**3.2. PROJECT DESCRIPTION:** The City is replacing the 5<sup>th</sup> Street bathroom off Main Street as it has become highly problematic, seeing repeated instances of vandalism and high volumes of trash. Due to these issues, it sees limited use from downtown patrons. The City is replacing the restroom with a self-cleaning bathroom as shown in Section 3.5 Attachments or approved equal.

#### **3.3. SPECIAL CONDITIONS & PROVISIONS:**

**3.3.1 Non-Mandatory Pre-Bid Meeting:** Prospective bidders are encouraged to attend a recommended pre-bid meeting on January 19, 2023, at 1:00 pm. Meeting location shall be at the site as shown in Appendix C. (South 5<sup>th</sup> Street just South of Main St)  
The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

#### **3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:**

Dolly Daniels; Senior Buyer  
City of Grand Junction  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

**3.3.3 Project Manager:** The Project Manager for the Project is Randy Coleman, Parks Superintendent who can be reached at (970)-254-3821. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Parks and Recreation  
Attn: Randy Coleman, Parks Superintendent  
1340 Gunnison Ave  
Grand Junction, CO 81501

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

Duane Hoff Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

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

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

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

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

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

**3.3.8 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) Additional Documents as stated in Section 1.10, (3) the bidder's response (bid) to the IFB, (4) clarification of the bid, if any, and (5) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the IFB shall be incorporated into the contract by reference.

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

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

communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**3.3.9 Time of Completion:** The scheduled time of Completion for the Project is June 1, 2023 from the starting date specified in the Notice to Proceed.

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

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

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

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

**3.3.12 Permits:** The following permits are required for the Project and will be obtained by the City at no cost to the Contractor: **NONE**

**3.3.13 City Furnished Materials:** The City will furnish the following materials for the Project: **NONE**

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

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

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

**3.3.17 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.

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

**3.3.19 Work to be Performed by the City (Prior to Construction):**  
**None**

**3.4. SCOPE OF WORK:** The scope of work generally includes the following:  
The Work will include all necessary labor, supervision, equipment, tools, and materials to purchase and install a prefabricated portable restroom. The City is requiring the Exeloo Jupiter Twin Platinum **OR EQUAL**.

Contractor will demolish and dispose of the existing restroom, complete site preparation, engineering for foundation, connect utilities, and install the building supplied by Exeloo or equal.

Contractor shall furnish and pay for all materials, equipment, supplies, appurtenances; provide all construction equipment and tools; and perform all necessary labor and supervision.

Confirmation and building permit are required. Identification from Colorado Division of Housing is also required.

- Building Codes and Standards-Manufacturers and Sellers Contact Christina Wilkes 303-864-7836
- Building Codes and Standards – Installers Contact Yesenia Araujo 303-864-7837

Contractor shall coordinate the progress of the Work including coordination between trades, subcontractors, suppliers, and public utilities with Owner to insure progress of Work.

It is the intent of this Contract that Work proceed in the most expeditious manner possible.

**If Contractor is proposing an “EQUAL”, manufacturer, description and specifications must accompany the bid.**

**3.5 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.

**3.6 Attachments (Click on the links):**

Attachment A: Exeloo Jupiter Design Twin Prefabricated Restroom

<http://trimview.gjcity.org/?=SOLDOC/25218>

Attachment B: Jupiter Twin Floor Plan

<http://trimview.gjcity.org/?=SOLDOC/25219>

Attachment C: Restroom Location Map

<http://trimview.gjcity.org/?=SOLDOC/25220>

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

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

**3.8 IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available on	January 12, 2023
Non-Mandatory Pre-Bid Meeting	January 19, 2023
Pre-Qualification Application Deadline	January 27, 2023
Inquiry deadline, no questions after this date	February 3, 2023
Addendum Posted	February 6, 2023
Submittal deadline for proposals	February 14, 2023
City Council Approval	March 1, 2023
Notice of Award & Contract execution	March 6, 2023
Bonding & Insurance Cert due	March 13, 2023
Preconstruction meeting	March 16, 2023
Work begins no later than	March 20, 2023
Final Completion	June 1, 2023
Holidays:	
President's Day	February 20, 2023
Memorial Day	May 29, 2023

## **4. Contractor's Bid Form**

**Bid Date:** \_\_\_\_\_

**Project:** IFB-5163-23-DD "South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Installation"

**Bidding Company:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. 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 Bidder to ensure all Addenda have been received and acknowledged.

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

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_



The undersigned Bidder proposes to subcontract the following portion of Work:

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

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

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

Quantity	Description	Price
1 EA	Exeloo Jupiter Twin Platinum Prefabricated Restroom Per Section 3.5 Attachments	
1 LOT	Installation	
1 LOT	Tear Out and Disposal of Existing Restroom	

Total Bid Amount \$ \_\_\_\_\_

---

(Written out, no numerical digits)

**Bid Alternate**

Quantity	Description	Price
1 EA	Equal Brand (Attach Specifications per Section 3.4)	
1 LOT	Installation	
1 LOT	Tear Out and Disposal of Existing Restroom	

Total Bid Amount \$ \_\_\_\_\_

---

(Written out, no numerical digits)



Purchasing Division

## ADDENDUM NO. 1

**DATE:** January 26, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** IFB-5163-23-DD South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Install

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. **Question:** Which type of exterior design is the City requiring?  
**Answer:** We are working through this currently, I expect it to be wrapped in advertising or a picture, not siding.
2. **Question:** Will the City be responsible for shutting off the utilities from the street?  
**Answer:** This will be the responsibility of the Contractor.
3. **Question:** Confirm that the City is requiring the automated sliding doors on the unit.  
**Answer:** The automatic sliding doors are part of the trim level of the platinum finish which is being required in the solicitation.
4. **Question:** Since the Contractor will be responsible for the utility hookups, confirm electrician and plumber will need to be included on the permit.  
**Answer:** Yes, the electrician and plumber will need to be included on the permit.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado



Purchasing Division

## **ADDENDUM NO. 2**

**DATE:** February 3, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** IFB-5163-23-DD South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Install

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. Question:** What exterior cladding and what door selection is to be bid?  
**Answer:** See Addendum #1: We are working through this currently, I expect it to be wrapped in advertising or a picture, not siding. The automatic sliding doors are part of the trim level of the platinum finish which is being required in the solicitation.
- 2. Question:** The supplier says only a SKILLION single pitch roof is supplied in the U.S., will this be acceptable?  
**Answer:** This is acceptable.
- 3. Question:** Are the current water, sewer and electrical in the to-be-demo'd building sufficient for the new unit?  
**Answer:** See Below
- 4. Question:** What are the connection specifics for the water, sewer and electrical to the new unit?  
**Answer:** 1" water meter, active sewer connection. See linked electrical pictures:  
  
Attachment 1 Existing Electrical Meter <http://trimview.gjcity.org/?=SOLDOC/25503>  
Attachment 2 Existing Electrical Panel <http://trimview.gjcity.org/?=SOLDOC/25504>
- 5. Question:** Who will shut-off and disconnect the existing utilities?  
**Answer:** The City will have the utilities disconnected.
- 6. Question:** Will a demolition permit be required for the existing structure?  
**Answer:** Required City planning clearance, state gamma survey completion. These will need to be provided to the County for a demolition permit (Over the Counter \$35).
- 7. Question:** Has an asbestos survey or hazardous materials survey been done? Would anything

**Answer:** preclude hauling demo debris to the Mesa County Landfill?  
Contractor shall include inspection of the existing facility prior to demolition and assume it exists.

**8. Question:** The existing building measures larger than the proposed replacement. The existing surface is a mixture of paver bricks and concrete. What surface treatment should we bid for the replacement?

**Answer:** Concrete sidewalk

**9. Question:** Will we be able to block off public parking to the west and south of the building during construction?

**Answer:** Yes, with an approved site plan from the City.

## **10. The Below is additional information provided to the City from Exeloo**

**Power Requirements** 63 amp single phase, two leg supply. Termination points are supplied and located inside the service bay.

**Water Requirements** Heavy duty flush valves are fitted as standard. Key features and information below:

**IMPORTANT**  
**Water Consumption** Flush consumption is the same as a conventional cistern however, water is not stored in a reservoir so it will need to draw significant water in a short period.

Water supply at the connection point must have a minimum flow rate of 25 gallons per minute / per pan and a minimum dynamic pressure of 40psi.

A 1" water meter coupled to a 1-1/4" ID (1-1/2" OD) supply from the meter to the Exeloo unit is usually sufficient but this should be confirmed on-site. Meter size and pipe diameter will need to be increased for multiple buildings. Exeloo cannot accept responsibility for loss or damage associated with inadequate water supply.

Flush valves can be damaged by water pressure above 75psi and so a pressure limiter is included on the water supply line.

Where a Reduced Pressure Zone (RPZ) valve is required on the main supply feed there may be a negative impact on the flow rate. As a result, a larger meter and supply pipe might be required.

If adequate flow rate and pressure cannot be achieved Exeloo can provide a cistern system. Contact Exeloo to discuss supply.

**Sewer Outlet** A standard 4" sewer connection socket is located in the service bay. CAUTION: The unit must be sited on its foundations before connection is made to the sewer outlet.

- Floor Drains                    A 2-1/2" NPT socket floor waste drain is incorporated into the floor of each cubicle. Each floor drain will require a gully. One of the floor wastes should be connected to the Overflow Relief Gully (ORG).
- Stormwater Outlet        The 3-1/2" stormwater pipe supplied in the service bay must be connected to the stormwater system through the services hole located in the floor of the service bay.

The link below is also a California animated installation video to give more context on setting up the utilities. [This is for information only as the foundation requirements are much different for Colorado.](https://youtu.be/b6lpMZxa3BI)

<https://youtu.be/b6lpMZxa3BI>

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



Purchasing Division

**ADDENDUM NO. 3**

**DATE: February 9, 2023**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: IFB-5163-23-DD South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Install**

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:

Due to the Exeloo representatives' untimely responses to Owner and Bidder inquiries concerning the Prefabricated Restroom, the submittal deadline and subsequent tentative time schedule is being revised as follows:

	<u>Original Date</u>	<u>Revised Date</u>
Invitation For Bids available on	January 12, 2023	
Non-Mandatory Pre-Bid Meeting	January 23, 2023	
Pre-Qualification Application Deadline	January 27, 2023	
Inquiry deadline, no questions after this date	February 3, 2023	
Addendum Posted	February 6, 2023	
Submittal deadline for proposals	<del>February 14, 2023</del>	<b>March 6, 2023 2:00 PM</b>
City Council Approval	<del>March 1, 2023</del>	<b>April 5, 2023</b>
Notice of Award & Contract execution	<del>March 6, 2023</del>	<b>April 7, 2023</b>
Bonding & Insurance Cert due	<del>March 13, 2023</del>	<b>April 17, 2023</b>
Preconstruction meeting	<del>March 16, 2023</del>	<b>April 20, 2023</b>
Work begins no later than	<del>March 20, 2023</del>	<b>April 24, 2023</b>
Final Completion	<del>June 1, 2023</del>	<b>July 14, 2023</b>
Holidays:		
President's Day	February 20, 2023	
Memorial Day	May 29, 2023	
Juneteenth	June 19, 2023	
Independence Day	July 4, 2023	

Please use the original GO-TO Virtual Meeting Link to join the bid opening on March 6, 2023 at 2:00 PM

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

All other conditions of subject remain the same.

Respectfully,

*Dolly Daniels*

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado





The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
<u>Coppersmith Plumbing 630 Maldonado St Grand Jct.</u>	<u>Plumbing</u>	<u>3%</u>
<u>Power Source Electric 3161 Pipe Ct. Grand Jct.</u>	<u>Electrical</u>	<u>1%</u>
<u>CW Construction 825 21-1/2 Rd. Grand Jct.</u>	<u>Demo and Excavation</u>	<u>41%</u>
<u>Gonzales Concrete 960 20-1/2 Rd Fruita</u>	<u>Concrete</u>	<u>30%</u>

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

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

<b>Quantity</b>	<b>Description</b>	<b>Price</b>
1 EA	Exeloo Jupiter Twin Platinum Prefabricated Restroom Per Section 3.5 Attachments	\$259,900.00
1 LOT	Installation	\$116,380.00
1 LOT	Tear Out and Disposal of Existing Restroom	\$20,520.00
Add Options- Tamper proof locks/latches \$1,200.00. Photo film overlay \$8,900.00		\$10,100.00

Total Bid Amount \$ 406,800.00

(Written out, no numerical digits)

**Bid Alternate**

<b>Quantity</b>	<b>Description</b>	<b>Price</b>
1 EA	Equal Brand (Attach Specifications per Section 3.4)	
1 LOT	Installation	
1 LOT	Tear Out and Disposal of Existing Restroom	

Total Bid Amount \$ \_\_\_\_\_

(Written out, no numerical digits)

---

**From:** Jeremy Haptonstall <Jeremy@northpeakconstruction.com>  
**Sent:** Thursday, May 4, 2023 8:29 AM  
**To:** Dolly Daniels <dollyd@gjcity.org>  
**Subject:** RE: North Peak, Inc

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Thanks Dolly!



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**From:** Dolly Daniels <dollyd@gjcity.org>  
**Sent:** Thursday, May 4, 2023 8:27 AM  
**To:** Jeremy Haptonstall <Jeremy@northpeakconstruction.com>  
**Subject:** RE: North Peak, Inc

Thanks Jeremy. The package will go in front of Council on 5/17/23 for approval. We will not be ordering with the film cover but do require the latches. This will result in a Contract award of \$398,000.00

Dolly Daniels  
Senior Buyer, Purchasing Division  
City of Grand Junction  
910 Main St  
Grand Junction, CO 81501  
(970)256-4048  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

---

**From:** Jeremy Haptonstall <Jeremy@northpeakconstruction.com>  
**Sent:** Thursday, May 4, 2023 8:26 AM  
**To:** Dolly Daniels <dollyd@gjcity.org>  
**Subject:** RE: North Peak, Inc

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Dolly,

Just wanted to touch base on the 5<sup>th</sup> ST Bathroom Project. I have been in communication with the sales lead at Exeloo and he states prices are being held for us on the project. Let me know if you have any questions or concerns.

Regards



---

**From:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>  
**Sent:** Friday, April 21, 2023 11:38 AM  
**To:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>  
**Subject:** RE: North Peak, Inc

Hi Jeremy

Just wanted to let you know that we did not make the cutoff for the 5/3/23 Council date so we are scheduled to be on the 5/17/23 Council agenda. Once approved, I will get you a contract.

Thanks

Dolly Daniels  
Senior Buyer, Purchasing Division  
City of Grand Junction  
910 Main St  
Grand Junction, CO 81501  
(970)256-4048  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

---

**From:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>  
**Sent:** Tuesday, April 18, 2023 3:14 PM  
**To:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>  
**Subject:** RE: North Peak, Inc

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Dolly,

Please see attached bid revision to include add options.

Regards



---

**From:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>  
**Sent:** Tuesday, April 18, 2023 1:47 PM  
**To:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>  
**Subject:** RE: North Peak, Inc

Hi Jeremy

Per our discussion, please find attached bid sheets.

Thanks again!

Dolly Daniels  
Senior Buyer, Purchasing Division  
City of Grand Junction  
910 Main St  
Grand Junction, CO 81501  
(970)256-4048  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

---

**From:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>  
**Sent:** Monday, April 17, 2023 7:52 AM  
**To:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>; Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Subject:** RE: North Peak, Inc

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dolly,

Good morning, hope your weekend went well. Just wanted to update you on the photofilm conversation I had with Alex Friday. The product is fully customizable all they would need is an HD image supplied by the City. Hope that helps with your decision. With adding the latches would you like me to revise that on our bid and re-submit to reflect those items?

Regards



---

**From:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>  
**Sent:** Wednesday, April 12, 2023 3:50 PM  
**To:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>  
**Subject:** FW: North Peak, Inc

Hi Jeremy

Per Randy's email below, it looks like he wants to go with the locks/latches @ \$1200.00. He's not so sure about the overlay photofilm but would like to see the information from Alex when you get it.

Thanks

Dolly Daniels  
Senior Buyer, Purchasing Division  
City of Grand Junction  
910 Main St  
Grand Junction, CO 81501  
(970)256-4048  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

---

**From:** Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Sent:** Wednesday, April 12, 2023 3:02 PM  
**To:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>  
**Subject:** Re: North Peak, Inc

Dolly,

I can see value in the locks as well. I don't anticipate the need for the photofilm overlay, but I am interested in the information Alex will be sending, because I could be wrong.

I would like to do my best to come in under budget and like the little bit of cushion for unexpected expenses.

Thanks,  
Randy

*Randy Coleman*

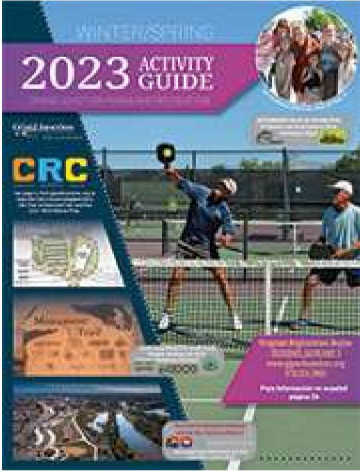
City of Grand Junction Parks and Recreation

Parks Superintendent

Phone: 970-254-3821 | [randyc@gjcity.org](mailto:randyc@gjcity.org)

2529 High Country Court

Grand Junction, CO 81501



---

**From:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>  
**Sent:** Tuesday, April 11, 2023 9:23 AM  
**To:** Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Cc:** Kenneth Haley <[kennethh@gjcity.org](mailto:kennethh@gjcity.org)>  
**Subject:** FW: North Peak, Inc

Randy

If we go with Options 3 & 4, this pushes the bid to \$406,900.00, (just a little over your budget of \$400k). Let me know how you want to proceed.

Thanks  
Dolly

---

**From:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>  
**Sent:** Tuesday, April 11, 2023 9:15 AM  
**To:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>; Jeremy Haptonstall <[jeremyhap.northpeakinc@gmail.com](mailto:jeremyhap.northpeakinc@gmail.com)>  
**Cc:** Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Subject:** RE: North Peak, Inc

**\*\* - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - \*\***

Dolly,

Just following up from our meeting yesterday. I should have the bond letter over to you this afternoon. Questions on additional items not contained in the quote and answers below.

1. Remote web based monitoring-\$8,608.00. **This is to receive statistical data usage and service as well as some operational aspects. This can also be performed from the units control room without this added feature.**
2. Futurewood Battens-\$14,700.00. **Not sure this feature would be needed if the film overlay was selected.**
3. Photo film overlay- \$8,900.00. **This is semi customizable and graffiti proof. I'm working with Alex for some rendering options.**
4. Electronic Rotary latches-\$1200.00. **These are tamper resistant door handles for the control room. I could see the benefit of adding this.**

Regards



---

**From:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>  
**Sent:** Wednesday, April 5, 2023 1:47 PM  
**To:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>; Jeremy Haptonstall <[jeremyhap.northpeakinc@gmail.com](mailto:jeremyhap.northpeakinc@gmail.com)>  
**Cc:** Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Subject:** RE: North Peak, Inc

No bid bond.  
Thanks  
Dolly

---

**From:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>  
**Sent:** Wednesday, April 5, 2023 12:36 PM  
**To:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>; Jeremy Haptonstall <[jeremyhap.northpeakinc@gmail.com](mailto:jeremyhap.northpeakinc@gmail.com)>  
**Cc:** Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Subject:** RE: North Peak, Inc

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Dolly,

Do we need a bid bond on this project? Or just the payment and performance?

Regards



---

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**Sent:** Wednesday, April 5, 2023 10:10 AM  
**To:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>; Jeremy Haptonstall <[jeremyhap.northpeakinc@gmail.com](mailto:jeremyhap.northpeakinc@gmail.com)>  
**Cc:** Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Subject:** RE: North Peak, Inc

Hi Jeremy

This is great news! I have sent this over to Randy for review. In the meantime, can you get me a letter from your bonding agent stating you are bondable as we will require a payment and performance bond for 100% (each) of the bid (Contract) amount following award. Additionally, since we have never done business with NorthPeak in the past, can you send me a W-9 and if you prefer ACH wire payments, the instructions for this? I will need to get you set up in our system.

We will be in touch this week once Randy has had the opportunity to look over your bid.

Again, thank you for being so diligent on this project!

Dolly Daniels  
Senior Buyer, Purchasing Division  
City of Grand Junction  
910 Main St  
Grand Junction, CO 81501  
(970)256-4048  
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Dolly,

Please see attached bid for the South 5<sup>th</sup> Street Bathroom Project. I've also attached the information provided by Exeloo for your review. Please reach out if you have any questions or concerns. Please note lead times on the specific unit are approximately 24 weeks from order to delivery.



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**Cc:** Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Subject:** RE: North Peak, Inc

Thanks for the update!

---

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Dolly,

We are still waiting for confirmed pricing from Exeloo on the unit, I will forward any new correspondence to you as soon as it's available. I'm hoping he can include as much detail as possible so we can get that into the City Engineers or any third party engineers hands. Thanks for your patience.

Regards



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**From:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>  
**Sent:** Tuesday, March 28, 2023 9:00 AM  
**To:** Jeremy Haptonstall <[jeremyhap.northpeakinc@gmail.com](mailto:jeremyhap.northpeakinc@gmail.com)>  
**Cc:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>; Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Subject:** RE: North Peak, Inc

Great news! Looking forward to hearing from you!

---

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**Sent:** Tuesday, March 28, 2023 8:58 AM

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Subject: Re: North Peak, Inc

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Dolly,

Good Morning! Unfortunately Mr. Giles is no longer with us at North Peak and I will be picking up this project task. We have been diligently working with Exeloo on providing this product for your project. Just as an update I have finally gotten on their schedule for Thursday to have a google meet and go over specifics and get finalized pricing from their team. I will provide you with an update as soon as we close the meeting I will provide you with an update.

Regards

On Mon, Mar 27, 2023 at 4:49 PM Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)> wrote:

Hi Jimmy

I am following up on a voice mail that I left you last week concerning status on conversations with Exeloo. Has there been any progress made? We are anxious to get this project moving forward.

Thank you

Dolly Daniels  
Senior Buyer, Purchasing Division  
City of Grand Junction  
910 Main St  
Grand Junction, CO 81501  
(970)256-4048  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

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**From:** Jimmy Giles <[jimmy@northpeakconstruction.com](mailto:jimmy@northpeakconstruction.com)>

**Sent:** Wednesday, March 8, 2023 11:37 AM

**To:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>

**Cc:** Jeremy Haptonstall <[jeremyhap.northpeakinc@gmail.com](mailto:jeremyhap.northpeakinc@gmail.com)>; Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>; Levi Higgs <[Levi@northpeakconstruction.com](mailto:Levi@northpeakconstruction.com)>

**Subject:** FW: North Peak, Inc

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Dolly,

Good Morning-

Thank you for the return call this morning and the conversation regarding the South 5<sup>th</sup> Street Restroom Project. As per our conversation I am forwarding the attached email for reference of the correspondence I have received from Exeloo. I will continue to work with them and attempt to get pricing for the Unit. Also, I will begin researching similar products and update you with anything I come across that would be an acceptable option.

North Peak very much appreciates the opportunity and looks forward to working with you on this project. Please feel free to reach out with any questions, updates, or concerns.



**Jimmy Giles**  
Superintendent

**North Peak, Inc**

P: 970-812-7970

C: 970-640-2879

[www.northpeakconstruction.com](http://www.northpeakconstruction.com)

[jimmy@northpeakconstruction.com](mailto:jimmy@northpeakconstruction.com)

305 Main St. suite A GJ, CO 81501

---

**From:** Richard Kendall <[richard.kendall@exeloo.com](mailto:richard.kendall@exeloo.com)>  
**Sent:** Thursday, February 2, 2023 10:39 AM  
**To:** Jimmy Giles <[jimmy@northpeakconstruction.com](mailto:jimmy@northpeakconstruction.com)>  
**Cc:** Alex Carter - Exeloo Corp <[sales.usa@exeloo.com](mailto:sales.usa@exeloo.com)>  
**Subject:** RE: North Peak, Inc

Hi Jimmy,

I am waiting on components for the quote to be complete before I can send out. I should have all elements

By mid next week. I am sorry for the delay but I will get this out to you as quickly as I can.

Best regards,  
Richard

**Richard Kendall**  
Area Sales Representative-Nth Ca  
Cell +1 916 747 8367



toll free 800 676 5290 | [www.exeloo.com](http://www.exeloo.com)  
Exeloo Corp 954 Toro St San Luis Obispo CA 93401 | PO Box 13310 San Luis Obispo CA 93406

---

**From:** Jimmy Giles <[jimmy@northpeakconstruction.com](mailto:jimmy@northpeakconstruction.com)>  
**Sent:** Thursday, February 2, 2023 9:26 AM  
**To:** Richard Kendall <[richard.kendall@exeloo.com](mailto:richard.kendall@exeloo.com)>  
**Subject:** North Peak, Inc

Richard,

I have been attempting to get pricing from you all for over two weeks now with no luck. I am looking to get pricing and specs on the Jupiter Twin Platinum model.  
Can you please get back to me or have someone get back to me ASAP I would greatly appreciate it. I have a project that is requesting Exeloo's product specifically and would like to include it within our bid but without any pricing I'll be forced to spec a competitors similar product.

Thank You,



**Jimmy Giles**  
Superintendent

**North Peak, Inc**

P: 970-812-7970

C: 970-640-2879

[www.northpeakconstruction.com](http://www.northpeakconstruction.com)

[jimmy@northpeakconstruction.com](mailto:jimmy@northpeakconstruction.com)

305 Main St. suite A GJ, CO 81501



## Dolly Daniels

---

**From:** Randy Coleman  
**Sent:** Tuesday, April 18, 2023 1:23 PM  
**To:** Dolly Daniels  
**Subject:** Re: North Peak, Inc

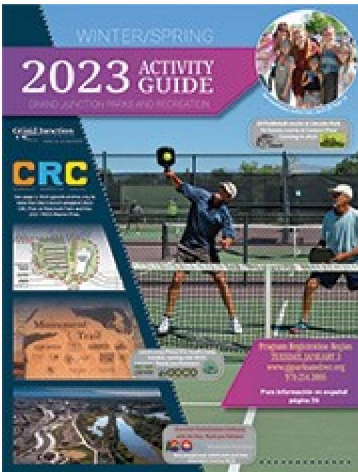
Dolly,

I got approval to move forward with the photofilm and latch system. We will work on the artwork for the finish.

Thanks,  
Randy

*Randy Coleman*

City of Grand Junction Parks and Recreation  
Parks Superintendent  
Phone: 970-254-3821 | [randyc@gjcity.org](mailto:randyc@gjcity.org)  
2529 High Country Court  
Grand Junction, CO 81501



---

**From:** Dolly Daniels <dollyd@gjcity.org>  
**Sent:** Tuesday, April 18, 2023 9:01 AM  
**To:** Randy Coleman <randyc@gjcity.org>  
**Subject:** FW: North Peak, Inc

Based on the below, how do you want to proceed?

---

**From:** Jeremy Haptonstall <Jeremy@northpeakconstruction.com>  
**Sent:** Monday, April 17, 2023 7:52 AM  
**To:** Dolly Daniels <dollyd@gjcity.org>; Randy Coleman <randyc@gjcity.org>  
**Subject:** RE: North Peak, Inc

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Dolly,

Good morning, hope your weekend went well. Just wanted to update you on the photofilm conversation I had with Alex Friday. The product is fully customizable all they would need is an HD image supplied by the City. Hope that helps with your decision. With adding the latches would you like me to revise that on our bid and re-submit to reflect those items?

Regards



---

**From:** Dolly Daniels <dollyd@gjcity.org>  
**Sent:** Wednesday, April 12, 2023 3:50 PM  
**To:** Jeremy Haptonstall <Jeremy@northpeakconstruction.com>  
**Subject:** FW: North Peak, Inc

Hi Jeremy

Per Randy's email below, it looks like he wants to go with the locks/latches @ \$1200.00. He's not so sure about the overlay photofilm but would like to see the information from Alex when you get it.

Thanks

Dolly Daniels  
Senior Buyer, Purchasing Division  
City of Grand Junction  
910 Main St  
Grand Junction, CO 81501  
(970)256-4048  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

---

**From:** Randy Coleman <randyc@gjcity.org>  
**Sent:** Wednesday, April 12, 2023 3:02 PM  
**To:** Dolly Daniels <dollyd@gjcity.org>  
**Subject:** Re: North Peak, Inc

Dolly,

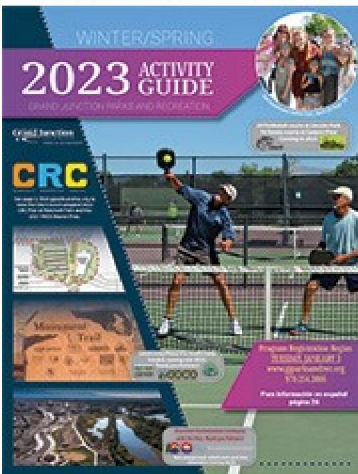
I can see value in the locks as well. I don't anticipate the need for the photofilm overlay, but I am interested in the information Alex will be sending, because I could be wrong.

I would like to do my best to come in under budget and like the little bit of cushion for unexpected expenses.

Thanks,  
Randy

*Randy Coleman*

City of Grand Junction Parks and Recreation  
Parks Superintendent  
Phone: 970-254-3821 | [randyc@gjcity.org](mailto:randyc@gjcity.org)  
2529 High Country Court  
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---

**From:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>  
**Sent:** Tuesday, April 11, 2023 9:23 AM  
**To:** Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Cc:** Kenneth Haley <[kennethh@gjcity.org](mailto:kennethh@gjcity.org)>  
**Subject:** FW: North Peak, Inc

Randy

If we go with Options 3 & 4, this pushes the bid to \$406,900.00, (just a little over your budget of \$400k). Let me know how you want to proceed.

Thanks  
Dolly

---

**From:** Jeremy Haptonstall <[Jeremy@northpeakconstruction.com](mailto:Jeremy@northpeakconstruction.com)>  
**Sent:** Tuesday, April 11, 2023 9:15 AM  
**To:** Dolly Daniels <[dollyd@gjcity.org](mailto:dollyd@gjcity.org)>; Jeremy Haptonstall <[jeremyhap.northpeakinc@gmail.com](mailto:jeremyhap.northpeakinc@gmail.com)>  
**Cc:** Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
**Subject:** RE: North Peak, Inc

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Dolly,

Just following up from our meeting yesterday. I should have the bond letter over to you this afternoon. Questions on additional items not contained in the quote and answers below.

1. Remote web based monitoring-\$8,608.00. This is to receive statistical data usage and service as well as some operational aspects. This can also be performed from the units control room without this added feature.
2. Futurewood Battens-\$14,700.00. Not sure this feature would be needed if the film overlay was selected.
3. Photo film overlay- \$8,900.00. This is semi customizable and graffiti proof. I'm working with Alex for some rendering options.
4. Electronic Rotary latches-\$1200.00. These are tamper resistant door handles for the control room. I could see the benefit of adding this.

Regards



---

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**Cc:** Randy Coleman <[randyc@gjcity.org](mailto:randyc@gjcity.org)>  
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No bid bond.  
Thanks  
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Dolly,

Do we need a bid bond on this project? Or just the payment and performance?

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**Jimmy Giles**  
Superintendent

**North Peak, Inc**

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C: 970-640-2879

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Best regards,  
Richard

**Richard Kendall**  
Area Sales Representative-Nth Ca  
Cell +1 916 747 8367



toll free 800 676 5290 | [www.exeloo.com](http://www.exeloo.com)  
Exeloo Corp 954 Toro St San Luis Obispo CA 93401 | PO Box 13310 San Luis Obispo CA 93406

---

**From:** Jimmy Giles <[jimmy@northpeakconstruction.com](mailto:jimmy@northpeakconstruction.com)>  
**Sent:** Thursday, February 2, 2023 9:26 AM  
**To:** Richard Kendall <[richard.kendall@exeloo.com](mailto:richard.kendall@exeloo.com)>  
**Subject:** North Peak, Inc

Dolly,

Good Morning-

Thank you for the return call this morning and the conversation regarding the South 5<sup>th</sup> Street Restroom Project. As per our conversation I am forwarding the attached email for reference of the correspondence I have received from Exeloo. I will continue to work with them and attempt to get pricing for the Unit. Also, I will begin researching similar products and update you with anything I come across that would be an acceptable option.

North Peak very much appreciates the opportunity and looks forward to working with you on this project. Please feel free to reach out with any questions, updates, or concerns.



**Jimmy Giles**  
Superintendent

**North Peak, Inc**

P: 970-812-7970

C: 970-640-2879

[www.northpeakconstruction.com](http://www.northpeakconstruction.com)

[jimmy@northpeakconstruction.com](mailto:jimmy@northpeakconstruction.com)

305 Main St. suite A GJ, CO 81501

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**From:** Richard Kendall <[richard.kendall@exeloo.com](mailto:richard.kendall@exeloo.com)>  
**Sent:** Thursday, February 2, 2023 10:39 AM  
**To:** Jimmy Giles <[jimmy@northpeakconstruction.com](mailto:jimmy@northpeakconstruction.com)>  
**Cc:** Alex Carter - Exeloo Corp <[sales.usa@exeloo.com](mailto:sales.usa@exeloo.com)>  
**Subject:** RE: North Peak, Inc

Hi Jimmy,  
I am waiting on components for the quote to be complete before I can send out. I should have all elements  
By mid next week. I am sorry for the delay but I will get this out to you as quickly as I can.

Best regards,  
Richard

**Richard Kendall**  
Area Sales Representative-Nth Ca  
Cell +1 916 747 8367

**exeLOO**<sup>®</sup> INTELLIGENT PUBLIC RESTROOM SYSTEMS

toll free 800 676 5290 | [www.exeloo.com](http://www.exeloo.com)  
Exeloo Corp 954 Toro St San Luis Obispo CA 93401 | PO Box 13310 San Luis Obispo CA 93406

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Thank You,



**Jimmy Giles**  
*Superintendent*

**North Peak, Inc**

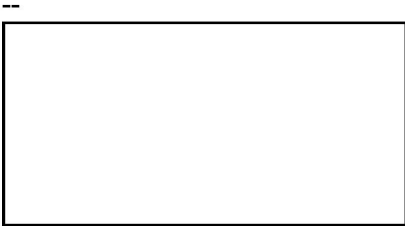
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**Jimmy Giles**  
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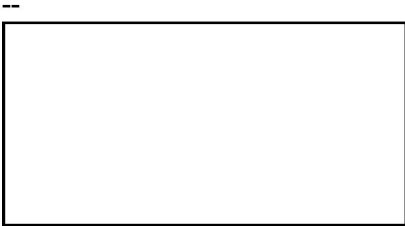
P: 970-812-7970

C: 970-640-2879

[www.northpeakconstruction.com](http://www.northpeakconstruction.com)

[jimmy@northpeakconstruction.com](mailto:jimmy@northpeakconstruction.com)

305 Main St. suite A GJ, CO 81501



### 4. Contractor's Bid Form

Bid Date: 04/04/2023

Project: **IFB-5163-23-DD "South 5<sup>th</sup> Street Prefabricated Restroom Purchase and Installation"**

Bidding Company: North Peak Inc.

Name of Authorized Agent: Jeremy Haptonstall

Email jeremyhap.northpeakinc@gmail.com

Telephone 970-629-8767 Address 305 Main St.

City Grand Junction State CO Zip 81501

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. 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 1 percent of the net dollar will be offered to the Owner if the invoice is paid within 30 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: 3

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

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

Company: North Peak Inc.

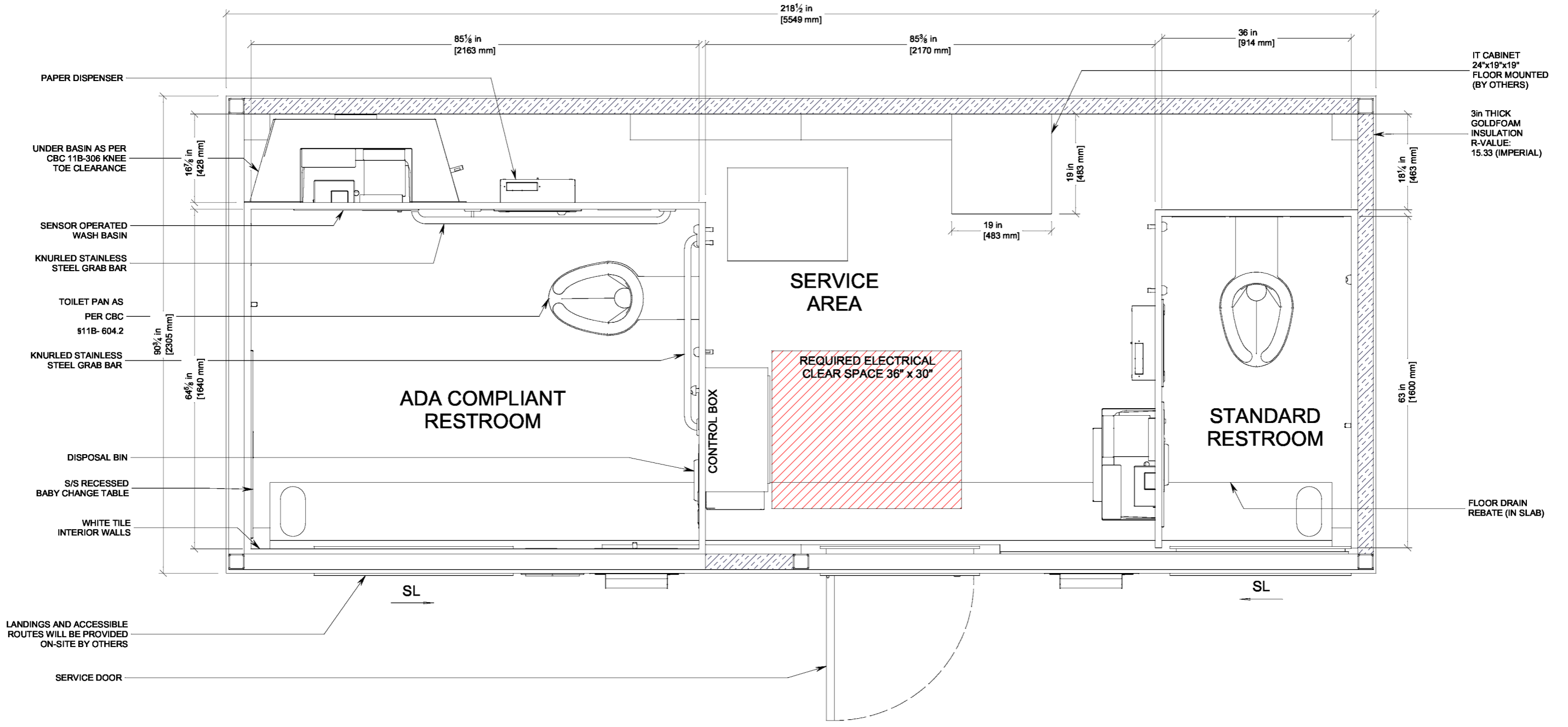
Authorized Signature: 

Title: Director of Operations





### FLOOR PLAN ( 1 : 20 )



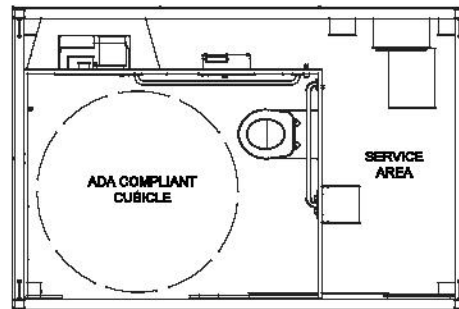
	<b>New Zealand</b> 26 Paramount Dve Henderson 0610 PO Box 33-256 Takapuna, Auckland T: +64-9-838-8912 F: +64-9-838-8913	<b>Australia</b> Level 1, 22-28 Edgeworth David Avenue, Hornsby, NSW 2077 T: +64 (0) 488 200 049	<b>USA</b> 954 Toro St San Luis Obispo CA 93401 PO Box 13310 San Luis Obispo CA 93406 T: (800) 676-5290 or 1-800-303-3506
	Description: <b>JUPITER AUTOMATIC 22DA, ACCESSIBLE &amp; STANDARD RESTROOM, SUNSET PARK, MONCLAIR, USA</b>		
Proj:	Units:	Rev: <b>1-A</b>	Rev Date: <b>23/03/2023</b>
Tolerance:	Size: <b>A3</b>	Checked by:	Approved by:
Drawn by: <b>JJG</b>	Creation Date: <b>23/03/2023</b>	Sheet No: <b>1 / 1</b>	Drawing No: <b>AS-JUP22DA-US</b>
<b>NOT FOR CONSTRUCTION</b>			
SCALE SPECIFIED IN VIEW LABEL		SPECIFICATION SUBJECT TO CHANGE WITHOUT NOTICE	



# JUPITER

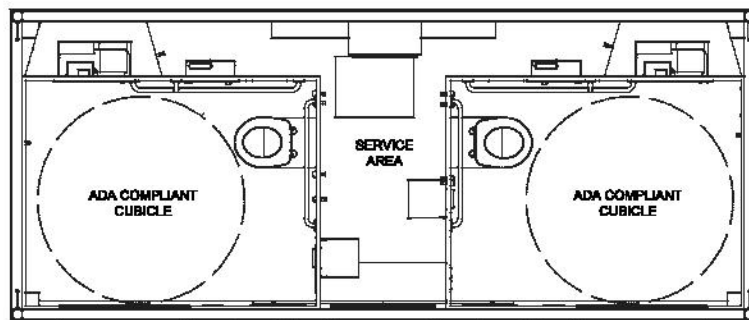
## JUPITER SINGLE

WIDTH: 11' 3"  
DEPTH: 7' 7"



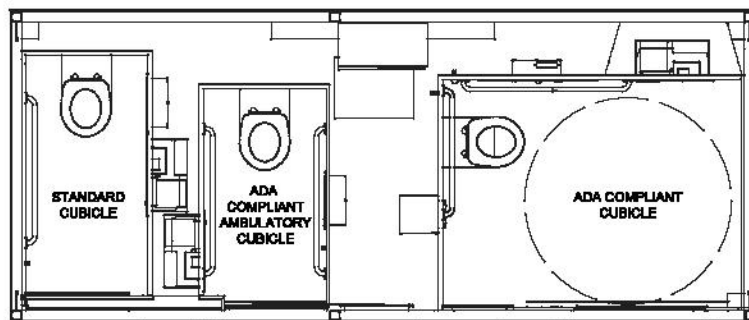
## JUPITER TWIN

WIDTH: 18' 1"  
DEPTH: 7' 7"



## JUPITER TRIPLE

WIDTH: 18' 1"  
DEPTH: 7' 7"





# JUPITER

## POPULAR ROOFS

### Skillion

A high density insulated panel roofing system for strength and insulation.



### Gabled

This traditional design will blend seamlessly with like buildings and historical park surroundings.



### Living Roof

The environmental choice. Supplied with drainage platform and planting materials.



## POPULAR EXTERIORS

### Compressed fibre Cement (CFC)

A versatile and resilient exterior cladding system with a graffiti resistant satin gloss painted finish or artist mural.



### FutureWood Battens

An eco-friendly cladding system that has low moisture absorption and offers extremely low maintenance.



### Photo Film Overlay

A fully flexible, graffiti resistant over laminate that can transform the mundane into spectacular.



## POPULAR DOORS

### Swing Doors

Available in Powder Coated Aluminum or Stainless Steel.



### Manual Sliding Doors

Heavy Duty Stainless Steel construction ideal for high wind zones or transit installations.



### Automated Sliding Doors

Heavy Duty Stainless Steel construction for transit installations and improved disability access.



# QUOTATION DETAIL



## PROPOSED EXELOO JUPITER FULLY AUTOMATED TWIN CUBICLE RESTROOM

FOR: GRAND JUNCTION, CO

2-Apr-23

1	Exeloo Jupiter Platinum Twin Toilet	198,900	198,900
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### Selected Optional Items

2	Disposal Chute - Large - Single	1,400	2,800
1	Baby Change Recessed Stainless Steel	2,600	2,600
1	Trace Wire Lagging to Water Supply Pipes (Twin) - Fully Auto	5,700	5,700
2	Underfloor Heating - Per Cubicle	3,300	6,600
2	Insulation for Cold Climate Sites - Per Cubicle	3,100	6,200
2	Instant Water Warmer for Basin or Shower	3,000	6,000
1	Strengthening for Snow Loads - Multi Unit	6,000	6,000
2	Ceiling Fan Heaters - Ea	5,000	10,000
2	Extract Fan	800	1,600

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**UNIT TOTAL**

**246,400**

### Delivery

1	Delivery to Grand Junction, Excluding Crane		13,500
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**DELIVERED TOTAL**

**259,900**

**Costs exclude all taxes**

## Optional Items

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1	Remote Web-Based Monitoring and Control (SIM card Modem)	8,608
1	Electronic Rotary Latch for EMD8200	1,200
1	Electronic Rotary Latch for WS600	1,200
1	Futurewood Battens Vertical - Multi Unit	14,700
1	Photo Film Overlay - Multi Unit	8,900

## Inclusions | Exeloo Responsibility

---

**Toilet Unit**                      **Exeloo Jupiter Platinum Twin Toilet**  
Design and associated drawings

## Exclusions | Customer Responsibility

---

Building consents costs  
Site plan  
Design and engineering of site appropriate foundations  
Installation of toilet unit  
Supply and installation of power, water, sewerage and stormwater facilities  
Associated existing building alterations and restorations  
Installation of the Roof - GC budget 4 people for 5 hours  
Colorado State Approvals - This unit has not been reviewed and certified by the State of CO. To be reviewed and permitted locally by others

## Delivery

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Delivery to site or depot excluding crantage  
GC to ensure access for tractor trailer at site

## Construction

---

Floor	Reinforced concrete
Frame	DuraGal steel frame
Roof	Skillion - Structural Insulated Panel (SIP) 4" foam core roof engineered for cold climates
Exterior Walls	Compressed fiber cement sheet with epoxy paint

## Control Level

---

Control System	Full electronic command with Programmable Logic Controller (PLC)
Touch Screen Controller	Touch screen controller interface located in the service bay to access unit statistics, diagnostics and program settings
Usage Statistics	Touch screen access to enhanced usage, servicing and cubicle opening statistics as well as system diagnostics for improved asset management and control
Automated Flush	Toilet pan automatically flushes after use
Electric Buttons	Illuminated buttons for electric sliding door operation
Door Locking	Electric locking with illuminated electric buttons
Auto-wash	5-stage automatic cubicle wash and refresh system
Night Time Locking on Time Clock	Adjustable lock up and unlock function to manage opening and closing times
Timed Occupation	Programmable use time control to reduce loitering and vandalism
Loiter Alarm	Pre-programed voice messages to deter vagrancy and extended occupation
Voice Messages	Pre-programmed voice messages to explain unit operation and to guide sight impaired users
Music / Announcements	USB enabled music option to improve user experience and option to include public announcements

## Fit Out Level

---

Interior Floors	Ceramic Slip Resistant Tiles - Charcoal
Interior Walls	Ceramic Tiles - White

Door System	Electric Operation of Sliding Door - Stainless Steel
Door Closer	Electric sliding door closer
Door Locking	Electric locking with automatic doors and illuminated electric buttons
Interior Ceiling	High Pressure Laminate (HPL) panel
Ventilation	Extract Fan
Flush System	Flush valve actuated automatically after each use
Interior Lighting	Surface mounted Light Emitting Diode (LED) lighting
Exterior Lighting	Surface mounted Light Emitting Diode (LED) lighting
Basin	Recessed 3 in 1 Integrated Sensor Operated Basin
Soap Dispenser	Incorporated in the recessed 3 in 1 integrated sensor operated basin
Hand Dryer	Incorporated in the recessed 3 in 1 integrated sensor operated basin
Paper Dispenser	Recessed Electric and Manual Twin Jumbo Paper Dispenser
Toilet Pan	Stainless steel wall hung toilet pan with moulded hinged seat
Signage	Compliant signage including braille

## **Selected Optional Items**

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Disposal Chute	Discrete Recessed stainless chute into a fire retardant bin. XL size to cope with adult diapers and baby nappies.
Change Table	Recessed to retain circulation space with durable stainless steel case. Straps to keep infants safe
Trace Wire Lagging to Water Supply Pipes	Protects water pipes and ensures water supply is available even in the most extreme cold weather conditions
Underfloor Heating	Electric heating on programmable thermostat control for frost protection to improve the user experience and maintain ambient temperature in extreme cold conditions
Insulation	Added wall and ceiling insulation to help maintain ambient temperature in cold conditions
Instant Water Warmer for Basin	Califont style water warmer to provide long lasting warm water. Ideal for cold climate installations. Can be connected to basins or shower systems.
Strengthening for Snow Loads	Additional frame engineering to ensure structural integrity to manage snow loading or, hurricane wind conditions for demanding seasonal environments



Ceiling Fan Heaters	Located in the cubicle to maintain ambient temperature in cold conditions
Extract Fan	Extracts stale air and ventilates cubicles. Necessary in enclosed cubicles and with cold climate packs to improve user comfort

## Optional Items

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Remote Monitoring	Use remote web-based monitoring to receive summary usage data and control some operational aspects of the restroom facility. Receive summarised statistical data on usage, queuing and service frequency
Electronic Latch EMD8200	Service Bay operated latch system ensures no latch and lock visible to the public to eliminate public interference with the mechanisms
Electronic Latch WS600	Service Bay operated latch system ensures no latch and lock visible to the public to eliminate public interference with the mechanisms
Futurewood Battens	An eco-friendly cladding system made from 100% recycled materials that is environmentally stable, has low moisture absorption and is extremely low maintenance. Contact Exeloo for a list of standard colour options.
Photo Film	Photo film decals are a fully flexible, graffiti resistant over laminate that can transform the mundane into spectacular. Designs are specified by the customer.

## Clarifications

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Validity	Pricing is valid for sixty (60) days from date of this quotation
Optional Items	Options on the itemized price sheet are excluded from the project total. These are to be added to the project total if selected.
Estimate Items	Estimates on the itemized price sheet are excluded from the project total. Estimates to be clarified when final scope of works agreed.
Sanitary Disposal	If a sanitary disposal bin is included in your order, please ensure that arrangements are made to have this bin emptied regularly by a suitable sanitary waste contractor or, ensure that the cleaning contractor is willing to provide plastic bin liners to be removed and replaced on a regular basis.
Colour Scheme Exterior	Exterior paint coating is Carbothane two pack, which is graffiti resistant. Colors to be chosen from an approved color chart.
Colour Scheme Roof	The standard roof color is white (Titania).
Colour Interior	White walls and charcoal floors

**Power Requirements** 100 amp single phase, two leg supply . Termination points are supplied and located inside the service bay.

**Water Requirements** Heavy duty flush valves are fitted as standard. Key features and information below:

**IMPORTANT**  
**Water Consumption** Flush consumption is the same as a conventional cistern however, water is not stored in a reservoir so it will need to draw significant water in a short period.

Water supply at the connection point must have a minimum flow rate of 25 gallons per minute / per pan and a minimum dynamic pressure of 40psi.

A 1" water meter coupled to a 1-1/4" ID (1-1/2" OD) supply from the meter to the Exeloo unit is usually sufficient but this should be confirmed on-site. Meter size and pipe diameter will need to be increased for multiple buildings. Exeloo cannot accept responsibility for loss or damage associated with inadequate water supply.

Flush valves can be damaged by water pressure above 500kPa and so a pressure limiter is included on the water supply line.

Where a Reduced Pressure Zone (RPZ) valve is required on the main supply feed there may be a negative impact on the flow rate. As a result a larger meter and supply pipe might be required.

If adequate flow rate and pressure cannot be achieved Exeloo can provide a cistern system. Contact Exeloo to discuss supply.

**Sewer Outlet** A standard 4" sewer connection socket is located in the service bay.  
CAUTION: The unit must be sited on its foundations before connection is made to the sewer outlet.

**Floor Drains** A 2" NPT socket floor waste drain is incorporated into the floor of each cubicle. Each floor drain will require a gully. One of the floor wastes should be connected to the Overflow Relief Gully (ORG).

**Stormwater Outlet** The 3-1/2" stormwater pipe supplied in the service bay must be connected to the stormwater system through the services hole located in the floor of the service bay.

**Remote Monitoring Capability** This quotation covers the hardware necessary to enable web based remote monitoring

A broadband connection is required to ensure stable internet access  
This quotation includes 24 months of access to the ExeWeb control website. After 24 months a monthly monitoring access fee will be charged to access site information on the ExeWeb control website .

A monthly monitoring access fee will be charged to access site information on the ExeWeb control website.

Foundations	Typical warm climate foundation structure is two strip-type concrete foundations (18"x30"x7'6"). Cold weather installations will likely need an alternative foundation system.
Storage	Exeloo will store units free of charge for up to 10 days from date of arrival. After 10 days any costs of storage and insurance will be charged. Please contact Exeloo to make alternative storage arrangements if longer term storage is required.
Insurance	Exeloo provides for up to 10 days static insurance cover. If longer storage is needed the customer must insure stored units after 10 days from date of arrival.
Construction Period	Normal ex-factory lead times are within 24 weeks of a purchase order being accepted.

## Payment Terms

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### Exeloo Corporation

Toilet Unit Supply Only	30% of total order value on acceptance of purchase order. 70% of total order value payable on ex-factory date.
Terms of Payment	All funds are payable on public restroom or, if held in storage for more than 10 days, either by Exeloo or, others as a result of delays by others.  The Exeloo Public Restroom supplied is to be paid in full and will not carry any part of the clients retention responsibility. This is because the Exeloo Public Toilet is a completed and tested product and performance is covered under law.  Acceptance of your Purchase Order is conditional on your signed PO containing payment terms for performance of our-subcontract to build and supply.  Storage fees and crantage surcharges will apply for periods exceeding agreed delivery schedule
Storage Insurance	Care of purchaser
Tax	This quotation includes provision for the prevailing tax at time of quotation in the prescribed jurisdiction. Changes to tax conditions are the responsibility of the purchaser

## Company Details

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Exeloo Corporation

EIN: 36-4811797

1015 Nipomo St, Suite 100, San Luis Obispo, CA 93401

P O Box 13310 San Luis Obispo, CA 93401

Ph: 1 (800) 676 5290



# AIA Document A312™ – 2010

## Performance Bond

Bond Number: UCSX158X-1268

**CONTRACTOR:**

*(Name, legal status and address)*

North Peak Inc.  
305 Main Street  
Grand Junction, CO 81501

**OWNER:**

*(Name, legal status and address)*

City of Grand Junction  
250 North Fifth Street  
Grand Junction, CO 81501

**CONSTRUCTION CONTRACT**

Date: 05/19/2023

Amount: \$398,000.00

**Description:**

*(Name and location)*

South 5th Street Prefabricated Restroom Purchase and Installation  
IFB-5163-23-DD

**BOND**

Date: 05/22/2023

*(Not earlier than Construction Contract Date)*

Amount: \$398,000.00

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

North Peak Inc.

Signature:

Name: *Jeremy Haptonstall*

and Title: *Director of Operations*  
*(Any additional signatures appear on the last page of this Performance Bond.)*

**SURETY**

Company: *(Corporate Seal)*

United Casualty and Surety Insurance Company

Signature:

Name: *Stefan E. Tauger*, Attorney In Fact  
and Title:

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

**AGENT or BROKER:**

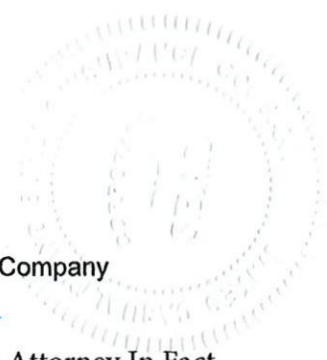
**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

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

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

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



§ 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**

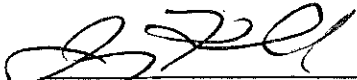
Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature:



Name and Title: *Jeremy Hayton*

Address: *305 Main St.*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.





# AIA Document A312™ – 2010

## Payment Bond

Bond Number: UCSX158X-1268

**CONTRACTOR:**

*(Name, legal status and address)*

North Peak Inc.  
305 Main Street  
Grand Junction, CO 81501

**OWNER:**

*(Name, legal status and address)*

City of Grand Junction  
250 North Fifth Street  
Grand Junction, CO 81501

**CONSTRUCTION CONTRACT**

Date: 05/19/2023

Amount: \$398,000.00

**Description:**

*(Name and location)*

South 5th Street Prefabricated Restroom Purchase and Installation  
IFB-5163-23-DD

**BOND**

Date: 05/22/2023

*(Not earlier than Construction Contract Date)*

Amount: \$398,000.00

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

North Peak Inc.

Signature: 

Name: Jeremy Hopwood  
and Title: Director of Operations

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

**SURETY**

Company: *(Corporate Seal)*

United Casualty and Surety Insurance Company

Signature: 

Name: Stefan E. Tauger, Attorney In Fact

and Title:

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

AGENT or BROKER:

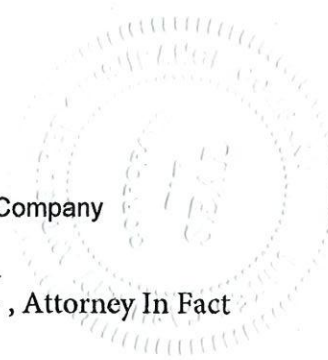
OWNER'S REPRESENTATIVE:

*(Architect, Engineer or other party:)*

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 16 Definitions**

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

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

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: *Jeremy Hayler, Sr.*  
Address: *Director of Operations*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_  
Address: \_\_\_\_\_

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

**POWER OF ATTORNEY**

Agency No: 172158

KNOW ALL MEN BY THESE PRESENTS: That United Casualty and Surety Insurance Company, a corporation of the State of Nebraska, and US Casualty and Surety Insurance Company and United Surety Insurance Company, assumed names of United Casualty and Surety Insurance Company (collectively, the Companies), do by these presents make, constitute and appoint:

**Jeffrey L. Booth, Jason S. Centrella, James E. Feldner, Omar G. Guerra, Scott E. Stoltzner, Arthur S. Johnson, Stefan E. Tauger, Melanie J. Stokes, Alicia Anne Suarez**

its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million & 00/100 Dollars (\$3,000,000.00). This Power of Attorney shall expire without further action on December 31<sup>st</sup>, 2024.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Companies at a meeting duly called and held on the 1<sup>st</sup> day of July, 1993:

Resolved that the President, Treasurer, or Secretary be and they are hereby authorized and empowered to appoint Attorneys-in-Fact of the Company, in its name and as its acts to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons.

That the signature of any officer authorized by Resolutions of this Board and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 17th day of November, 2022



**UNITED CASUALTY AND SURETY INSURANCE COMPANY**  
 US Casualty and Surety Insurance Company  
 United Surety Insurance Company

*Michael T. Porsch*

Michael T. Porsch, Treasurer

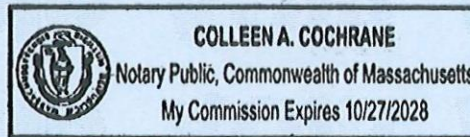
Corporate Seals

Commonwealth of Massachusetts  
 County of Middlesex ss:

On this 17th day of November, 2022, before me, Colleen A. Cochrane, a notary public, personally appeared, Michael T. Porsch, Treasurer of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.  
 WITNESS my hand and seal.

*Colleen A. Cochrane* (Seal)  
 Notary Public Commission Expires: 10/27/2028



I, Robert F. Thomas, President of United Casualty and Surety Insurance Company, US Casualty and Surety Insurance Company and United Surety Insurance Company do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Newton, Massachusetts this 22nd day of May, 2023.

Corporate Seals



*Robert F. Thomas*

Robert F. Thomas, President

Bond # UCSX158X-1268

TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: [CONFIRMBOND@UNITEDCASUALTY.COM](mailto:CONFIRMBOND@UNITEDCASUALTY.COM)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2023

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

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Paula Blohm	
Madison Insurance Group		<b>PHONE (A/C, No, Ext):</b> (303) 322-0800	<b>FAX (A/C, No):</b> (303) 322-0874
7600 E Eastman Ave Ste 500		<b>E-MAIL ADDRESS:</b> pblohm@madisoninsurance.net	
Denver CO 80231		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> EVANSTON INS CO	
		<b>INSURER B:</b> OWNERS INS CO	
		<b>INSURER C:</b> PINNACOL ASSURANCE	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	
<b>INSURED</b>		<b>NAIC #</b>	
North Peak, Inc		35378	
305 Main St Unit #A		32700	
Grand Junction CO 81501		41190	

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		MKLV4PBC002829	08/05/2022	08/05/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5333447500	05/01/2023	05/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MKLV4EUL103415	09/29/2022	08/05/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4184970	08/01/2022	08/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

South 5th Street Prefabricated Restroom Purchase and Installation (IFB-5163-23-DD)

**CERTIFICATE HOLDER CANCELLATION**

City of Grand Junction  c/o Mesa County Building Department 5005 PO Box 20000 Grand Junction CO 81502	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> <i>Paula Blohm</i>
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