



NOTICE TO PROCEED

Date: May 24, 2023

Contractor: Fire Team Security, Inc.

Project: Fire Protection Equipment and System Inspection Services (Categories 1, 3, and 4) IFB-5206-23-DD

In accordance with the Contract dated May 24, 2023, the Contractor is hereby notified to begin work on the Project on or before June 5, 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".

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Fire Team Security, Inc.

By: DocuSigned by:
Roxy Rich
-474F5BD6407D48B...

Print Name: Roxy Rich

Title: Managing Partner

Date: 5/24/2023



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **24th^t 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 **Fire Team Security, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner shall furnish all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Fire Protection Equipment and System Inspection Services IFB-5206-23-DD: Category 1 Fire Alarms, Category 3 Inert Gas Systems, and Category 4 Fire Extinguishers.**

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. Solicitation Documents for the Project Fire Protection Equipment and System Inspection Services IFB-5206-23-DD
- c. Owner's Terms and Conditions
- d. Contractor's Proposal
- e. Work Change Requests (directing that changed work be performed);
- f. Change Orders.

ARTICLE 2

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.

The Contract may, upon mutual agreement of the Offeror and the City, be extended under the terms and conditions of the Contract for up to three (3), one (1) year Contract periods, contingent upon appropriation by the City Council and satisfaction of both parties

ARTICLE 3

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on the date this Contract is fully executed, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Contractor's Proposal.

ARTICLE 4

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 unit amounts shown in the table below for each item in each category.** 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 Proposal. 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.

Category 1 Fire Alarm Systems	Annual	3-Year	5-Year
City Hall	\$1,150.00	N/A	N/A
Facilities	\$250.00	N/A	N/A
City Offices	\$450.00	N/A	N/A
GJ Child Care Center	\$250.00	N/A	N/A
Fire Administration	\$1,150.00	N/A	N/A
Fire Station One	\$600.00	N/A	N/A
Fire Station Two	\$600.00	N/A	N/A
Fire Station Three	\$600.00	N/A	N/A
Fire Station Four	\$600.00	N/A	N/A
Fire Station Five	\$600.00	N/A	N/A
Fire Station Six	\$600.00	N/A	N/A
Fire Station Eight	\$600.00	N/A	N/A
Public Safety Building - Primary System	\$2,100.00	N/A	N/A

Public Safety Building - Dispatch Dry System	\$250.00	N/A	N/A
Las Colonias Amphitheater	\$250.00	N/A	N/A
Stadium	\$600.00	N/A	N/A
Rood Avenue Parking Garage	\$250.00	N/A	N/A
Orchard Mesa Pool	\$400.00	N/A	N/A

Category 3 Inert Gas Systems	Annual	3-Year	5-Year
City Hall Server Room (First Floor)	\$450.00	N/A	N/A
City Hall Server Room (Second Floor)	\$450.00	N/A	N/A
City Hall UPS Room	\$450.00	N/A	N/A
Public Safety Building Server Room	\$450.00	N/A	N/A
Public Safety Building Radio Room	\$450.00	N/A	N/A
Public Safety Building UPS Room	\$450.00	N/A	N/A

Category 4 Fire Extinguishers	Annual Inspection	6 Year Inspection	12 Year Hydro	Recharge	Replacement
2.5 LB ABC	\$7.00	\$30.00	\$35.00	\$25.00	\$81.00
5 LB ABC	\$7.00	\$40.00	\$45.00	\$35.00	\$111.00
10 LB ABC	\$7.00	\$50.00	\$55.00	\$45.00	\$189.00
20 LB ABC	\$7.00	\$60.00	\$65.00	\$55.00	\$275.00
2.5 LB Halotron	\$7.00	Replace Due to Agent Recovery		Replace	\$450.00
5 LB Halotron	\$7.00	Replace Due to Agent Recovery		Replace	\$620.00
5 LB CO2	\$9.00	N/A	Due at 5 YR \$95.00	\$50.00	\$289.00
10 LB CO2	\$9.00	N/A	Due at 5 YR \$105.00	\$70.00	\$470.00
15 LB CO2	\$9.00	N/A	Due at 5 YR \$120.00	\$100.00	\$540.00
6 Liter Wet Chemical (K)	\$7.00	\$95.00	\$110.00	\$95.00	\$430.00
2.5 Gal. Water	\$7.00	\$63.00	\$78.00	\$63.00	\$525.00
Disposal Fee	\$15.00				

ARTICLE 5

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 6

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

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

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr. 5/24/2023
9F789E7D50F14BC...
Duane Hoff Jr., Contract Administrator Date

Fire Team Security, Inc.

DocuSigned by:
By: Roxy Rich 5/24/2023
21F59D6407D48B...
Roxy Rich Date
Vice-President



Purchasing Division

Invitation for Bid

IFB-5206-23-DD

FIRE PROTECTION EQUIPMENT AND SYSTEM INSPECTION SERVICES

Responses Due:

April 20, 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

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

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

Purchasing Representative:

Dolly Daniels, Senior Buyer

dollyd@gjcity.org

970-256-4048

Invitation for Bids

Table of Contents

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

APPENDIXES (Click on Links)

Attachment A: Fire Extinguishers Quantities by Location

<http://trimview.gjcity.org/?=SOLDOC/25855>

Attachment B: Fire Alarm Device Count

<http://trimview.gjcity.org/?=SOLDOC/25856>

Attachment C: Fire Stations 3, 6, 8 and Day Care Plans

<http://trimview.gjcity.org/?=SOLDOC/25857>

1. Instructions to Offerors

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/service being solicited.

- 1.1 Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Dolly Daniels; Senior Buyer
dollyd@gjcity.org

All questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2 Pre-Bid Meeting:** No pre-bid meeting will be required for this Project.
- 1.3 Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required to provide Fire Protection Equipment and System Inspections Service. See Section 3 for a detailed Scope of Work. Award will not be based on price alone, but on the full Scope of Work offered.
- 1.4 Prequalification Requirement:** Contractors submitting offers over \$500,000 must be pre-qualified in accordance with the City's "*Contractors Prequalification Application*". All offers 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 its approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).
- 1.5 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the City or its authorized representative.
- 1.6 Compliance:** All Offerors, by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.

- 1.7 Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.8 Submission:** See Section 4.0 for preparation and Submittal Terms. Bids shall be formatted as directed in Section 4.0. Submittals that fail to follow this format may be ruled non-responsive.

**Bid Opening Fire Protection Equipment and System Inspection Services IFB-5206-23-DD
Apr 20, 2023, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/726066413>

You can also dial in using your phone.

Access Code:

726-066-413

United States:

[+1 \(872\) 240-3212](tel:+18722403212)

Join from a video-conferencing room or system.

Meeting ID:

726-066-413

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

726066413@67.217.95.2 or 67.217.95.2##726066413

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

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

- 1.9 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.
- 1.10 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 Offeror.

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.

- 1.11 Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.12 Contract Documents:** The complete IFB and Offeror'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> .
- 1.13 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>.
- 1.14 Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.15 Examination of Specifications:** Offerors 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 its 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 itself with local conditions that may in any manner affect cost, progress, or performance of the Work;
 - c. Study and carefully correlate Offeror's observations with the *Contract Documents*, and;
 - d. 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 Offeror 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 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.

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 Offerors, 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.

- 1.16 Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Agent, in writing, in ample time, prior to the inquiry deadline.
- 1.17 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 <https://co-grandjunction.civicplus.com/501/Purchasing-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.
- 1.18 Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees/bids should not include taxes.
- 1.19 Sales and Use Taxes:** The Contractor and all Sub-Contractors 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, Section XVI "Taxes". Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.20 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 Offeror, upon request of the Purchasing Agent, agrees to an extension.
- 1.21 Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of stated exception(s)

indicates that the Offeror has not taken exception, and if awarded a Contract shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.

1.22 Collusion Clause: Each Offeror 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 Offerors. The Owner may, or may not, accept future bids for the same Work or commodities from participants in such collusion.

1.23 Disqualification of Offerors: A Bid will not be accepted from, nor shall a Contract be awarded to, any person, Contractor, 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.

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

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

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

1.24 Public Disclosure Record: If the Offeror has knowledge of its employee(s) or sub-Contractors having an immediate family relationship with an Owner employee or elected official, the Offeror must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

2. General Contract Conditions

2.1 The Contract: This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. 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 Work required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such Work.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its 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 Contract Documents is to include all labor, materials, equipment, service, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.
- 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 City or its 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 itself 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 its 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 its 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 Purchasing Agent 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 its best skill and attention. It shall be solely responsible for all Work 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 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 its 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, including the City, 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 Purchasing Agent in writing, and any necessary changes shall be adjusted. 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 to the non-conforming Work.
- 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 its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery, and surplus materials.

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

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

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

(b) General Liability insurance with minimum limits of:

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

The policy shall be applicable to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests' provision.

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

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

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

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

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

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interest provision.

2.16.1 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include Grand Junction, its Elected and Appointed Officials, Employees and Volunteers as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

- 2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained by and/or against the Owner growing out of or under the performance.
- 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 Offeror to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.19. OSHA Standards:** All Offerors agree and warrant that Services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the Services do not conform to OSHA standards, the Owner may require the Services to be redone at no additional expense to the Owner.
- 2.20. 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 Offeror 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.

- 2.21. Progress & Completion:** The Contractor shall begin the Work on the Commencement Date as noted on the Notice to Proceed and perform the Work expeditiously with adequate forces to complete the Work within the Contract time/by the Completion date.
- 2.22. 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.
- 2.23. 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.
- 2.24. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Offeror fail or refuse to enter into the Contract within ten (10) Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.25. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.26. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it 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 its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.27. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.28. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, 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.
- 2.29. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.30. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the Contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.31. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional Work 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.

- 2.33 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.
- 2.34 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.
- 2.35 Compliance with Laws:** Offers must comply with all Federal, State, County, and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law.
- 2.36 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.
- 2.37 Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from this Invitation for Bid.
- 2.38 Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- 2.39 Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.39.1** 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.

2.39.2 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.

2.39.3 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.

2.40 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 Section 9 "Affirmative Action/EEO.

2.41 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 laws regulating immigration compliance.

2.42. 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.

2.43. Failure to Deliver: In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in additional Work, materials and/or administration Services necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.

2.44. 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 of the Contract Documents at any time in accordance with the terms thereof.

2.45. 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.

2.46. 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, 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.

2.47. 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 Sub-Contractors 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.

2.48. 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 Offeror,
- negotiate final terms with the Successful Offeror,
- take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Contractor, Supplier, or Work 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 Sub-Contractors 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 Sub-Contractors 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 Sub-Contractors 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.

- 2.49. 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 Offeror which will be accompanied by a Contract electronically submitted via DocuSign for digital signature.

Within ten (10) Calendar Days thereafter, the Successful Offeror shall sign and deliver the digitally executed Contract via DocuSign. Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Offeror and the City and the Successful Offeror shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Offeror'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 Offeror in the same manner as previously prescribed.

- 2.50. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.51. 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.
- 2.52. 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 Invitation For Bid.
- 2.53. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.54. Governing Law:** Any agreement as a result of responding to this Invitation For Bid 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.
- 2.55. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Invitation For Bid are the responsibility of the Offeror and cannot be charged to the Owner.
- 2.56. 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 Contract.
- 2.57. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).

2.58. 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 Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on Owner's solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

2.59. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public services. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, C.R.S. requiring 80% Colorado labor to be employed on public services. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.59.1. "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. Scope of Work

3.1 GENERAL: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide Fire Protection Equipment and System Inspections Service for the City of Grand Junction Facilities Division. All dimensions and scope of Work should be verified by Offerors prior

to submission of bids. It is understood that the awarded Contractor will not only test and inspect the City's equipment but will also perform any necessary repairs or maintenance. Award will not be based on price alone, but on full scope of Work offered in the bid.

3.2. PROJECT EXPECTATIONS AND INFORMATION:

The following information is intended to describe the City's expectations for Fire suppression services:

It is from past experience that the expectations outlined below will save the City and the awarded Contractor time and confusion in dealing with all of the details of performing these services. The cooperation of City staff in assisting with the performance of these services directly impacts the daily operations. This impact needs to be as minimal as possible.

Communication:

For this process to be as smooth as possible it is imperative that good communication be maintained between the Facilities Division and the Contractor, as well as between the Contractor and each of the area "contacts" as provided on the attached lists.

Contractor is to provide the primary contact person, name, and cell number, for each of the following services:

- Fire sprinkler system testing
- Fire alarm system testing
- Fire extinguisher inspections and service
- Kitchen exhaust hood inspections
- Clean agent system testing

This will be the key contact that the City will communicate and coordinate directly with for the services provided.

NOTE: The City's Contract Contact person is responsible for the overall execution of these services and needs to be kept informed of the Contractors scheduling and any issues with each of the areas to be serviced. The Contractor is responsible for scheduling and arranging services with the Contact Person of each area directly.

Fire Alarm/Sprinkler System Inspections and Testing:

- At least 48 hours advance notice of system testing for these type systems must be given to the above Contact Person. This allows the City time to notify the personnel in those buildings that any alarms generated are from testing, in order to minimize the impact to the daily operations.
- When performing these system tests, the Contractor is to have enough staff on site in order to have a dedicated person at the main alarm panel to immediately silence alarms.

Invoicing for completed services:

An invoice shall be submitted for each building and each vehicle group.

Each invoice should clearly state the following:

- ✓ The Department the service is being performed for.
- ✓ Whether it is the building or vehicles (buildings and vehicles to be invoiced separately)
- ✓ Type of vehicle i.e., trash trucks, pick up, etc.
- ✓ Number of each size of extinguisher serviced;
- ✓ The type of service performed;
- ✓ Cost for each size and type of service;
- ✓ A total for that group

Any invoice missing this pertinent information cannot be properly processed by the City and will be returned to the Contractor for correction.

Reporting:

Once all services have been completed the Contractor is to submit a “summary report” in paper and electronic format to the City of Grand Junction. This report is to contain a summary of each invoice’s information, testing performed, a comprehensive device tested log, as well as any other important information and recommendations that the City should be aware of.

3.3. CONTRACTOR RESPONSIBILITIES:

- 3.3.1** The successful Contractor shall furnish all labor, any tools, equipment, materials and supplies to perform the Work as specified.
- 3.3.2** The successful Contractor shall provide all inspection reports and inventory records and shall supply them with each invoice submitted for payment. See Section 3.5.4 for more detail on invoices.
- 3.3.3** In order to maintain the City’s current inspection schedules, the Inert Gas Systems semi-annual inspections shall occur during the months of July and January. The annual Fire System Inspections and Fire Extinguisher Inspections shall be completed between July 1st and August 31st.
- 3.3.4** Calls for Work on expended fire extinguishers are to be responses to within 3 business days.
- 3.3.5** The Contractor shall supply the City with a means of contacting them in an emergency (i.e., phone number(s), pager number(s), etc.).
- 3.3.6** The successful Contractor or its personnel shall not proceed with any work on City sites, facilities, or equipment without the prior approval of the Facilities Manager or its designee.
- 3.3.7** The job site shall be maintained in a clean, safe, and orderly condition at all times. It shall be the Contractor’s responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.

- 3.3.8** Any damage to City property as the result of negligence caused by the successful Contractor or its personnel shall be repaired at the Contractor's expense by a Contractor/Contractor approved by the City.
- 3.3.9** All fire extinguishers must be inspected on an annual basis. A copy of the current schedule is attached.
- 3.3.10** The fire extinguishers shall be inspected at each location on site. The inspection shall include placing a new tag on the equipment.
- 3.3.11** When fire extinguishers are removed to be serviced, they shall be returned to their original building and original location for inventory purposes. If an extinguisher has been removed from a fleet vehicle or equipment to be serviced, **a replacement must be immediately housed in the unit** until such time as the original one is returned. Under no circumstances will a vehicle or equipment be left without an extinguisher on board.
- 3.3.12** All extinguishers shall be filled to their proper amount and could be spot checked at any time during the Contract for verification.
- 3.3.13** Inspections shall take place during normal business hours. The scheduling shall be discussed with the Contractor and the Facilities Manager or its designee.
- 3.3.14** If the Contractor notices a code/compliance issue with one of the fire extinguishers, brackets, etc., the issue shall immediately be brought to the attention of the Facilities Manager or its designee. All brackets should have correct fitment according to the manufacturer's recommendation.
- 3.3.15** The Contractor shall be responsible for the recycling and/or disposal of obsolete fire extinguishers.
- 3.3.16** All work performed on fire extinguishers to be done in accordance with NRPA Chapter 10, or most current reference.
- 3.3.17** All work performed on overhead automatic fire extinguisher systems to be done in accordance with NRPA Chapter 96, or most current reference.

3.4. CITY RESPONSIBILITIES:

- 3.4.1** The City will assist the Contractor in scheduling and arranging access to the required facilities and equipment to render Work. The Contractor and its employees may be subject to background checks in order to access certain facilities. Fees for background checks shall be covered by the City.
- 3.4.2** For ease of pricing, inspection and servicing Fire Protection Systems have been divided into categories. Category 1 – Alarm Systems, Category 2 – Sprinkler

Systems, Category 3 – Inert Gas Systems, Category 4 – Fire Extinguishers, Category 5 – Kitchen Hoods. Please refer to Section 4 Response Form for more detail.

3.5. SPECIAL CONDITIONS & PROVISIONS:

- 3.5.1 Pre-Bid Meeting:** No pre-bid meeting will be required for this Project.
- 3.5.2 Quantity:** This Invitation for Bids or subsequent Contract shall not guarantee minimum or maximum quantities. The City has attempted to provide the estimated quantity of fire extinguishers on hand in **Attachment A**. Fire Alarm Device quantities and locations for two of the building are found in **Attachment B**. The City reserves the right to add units and/or equipment to be inspected under this Contract at the same pricing and terms contained in the bid.
- 3.5.3 Price:** Fees for all Work and items shall be all-inclusive to include parts, delivery, labor, travel, and any other associated fees. Prices and fees shall remain Contractor for the entire Contract period. If the Contractor's cost or fees for items awarded are increased, the Contractor may apply to the Purchasing Agent for a Contract price review. No review shall be allowed prior to the end of the Contract anniversary date. The Purchasing Agent must be notified in writing thirty (30) days prior to any price increase effective date.
- 3.5.4 Invoicing:** Invoices must clearly show itemized list of parts, Work performed, and location. Invoices shall be submitted by building, site (such as park), or in the case of vehicles, by the similar group (i.e., solid waste vehicles, police vehicles, etc.). Invoices shall be submitted either via email to jamesst@gjcity.org or by USPS mail to:
City of Grand Junction
Facilities Division
Attn: James Stavast
333 West Avenue Building B
Grand Junction, CO 81504
- 3.5.5 Project Manager:** The Project Manager for the Fire Protection Equipment and System Inspection Services is:

Jonathon Rose, Facilities Maintenance Technician
(970) 628-6004
jonathonr@gjcity.org
- 3.5.6 Contract Administrator:** The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. During Construction, Contract related inquiries, issues, and other communications shall be directed to:
Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

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

3.5.8 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.

3.5.9 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 Work.

3.5.10 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 Offeror'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 Offeror and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The Offeror 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.

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

3.5.12 Award: It is the intent of the City to award all categories identified in Section 4.0 to a single Contractor, although the City reserves the right to make award by categories to multiple Offerors. Responses and pricing submitted by the Contractor shall not be contingent on award of all or multiple categories.

3.5.13 Contract Period: The initial Contract period shall be twelve (12) months beginning upon the execution of a subsequent Contract. The Contract may, upon mutual agreement of the Offeror and the City, be extended under the terms and conditions of the Contract for up to three (3), one (1) year Contract periods, contingent upon appropriation by the City Council and satisfaction of both parties.

3.6 Questions Regarding Scope of Work:

Dolly Daniels
dollyd@gjcity.org

3.7 Submittal of Bids: The following documents shall be submitted with the Contractor's bid:

- **Signed Contractor's Bid Form**
- **Bid Response Form**

3.8 Attached Documents: Click on Links for Access

Attachment A: Fire Extinguishers Quantities by Location
<http://trimview.gjcity.org/?=SOLDOC/25855>

Attachment B: Fire Alarm Device Count
<http://trimview.gjcity.org/?=SOLDOC/25856>

Attachment C: Fire Stations 3, 6, 8 and Day Care Plans
<http://trimview.gjcity.org/?=SOLDOC/25857>

3.9 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on	March 30, 2023
Inquiry deadline, no questions after this date	April 12, 2023
Addendum Posted	April 13, 2023
Submittal deadline for proposals	April 20, 2023, 2:00 pm
Notice of Award & Contract execution	April 24, 2023
Insurance Cert due	May 1, 2023
Work begins no later than	Receipt of Notice to Proceed

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5206-23-DD "Fire Protection Equipment and System Inspection Services"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

The undersigned Offeror, in compliance with the Invitation for Bids, having examined the Instruction to Offerors, 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 Offerors, 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) Servicing 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 Contractor 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 Offeror 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 Offeror proposes to subcontract the following portion of Work:

<u>Name & address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Offeror 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 Offeror certifies, and in the case of a joint Bid each party thereto certifies as to its 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 Offeror or with any competitor.



Purchasing Division

BID RESPONSE FORM

Category 1: Fire Alarm Systems

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
City Hall	250 North 5th Street.	Annual			
Facilities	333 West Avenue Bldg B	Annual			
City Offices	910 Main Street	Annual			
GJ Child Care Center	545 25 ½ Road	Annual			
Fire Administration	625 Ute Avenue	Annual			
Fire Station One	620 Pitkin Avenue	Annual			
Fire Station Two	2827 Patterson	Annual			
Fire Station Three	580 25 ½ Road	Annual			
Fire Station Four	2884 B ½ Road	Annual			
Fire Station Five	2155 Broadway	Annual			
Fire Station Six	729 27 Road	Annual			
Fire Station Eight	441 31 Road	Annual			
Public Safety Building – Primary System	555 Ute Avenue	Annual			
Public Safety Building – Dispatch-Dry System	555 Ute Avenue	Annual			
Las Colonias Amphitheater	925 Struthers Ave.	Annual			
Stadium	12 th Street and North Ave.	Annual			
Rood Avenue Parking Garage	435 Rood Avenue	Annual			
Orchard Mesa Pool	2736 UnawEEP Avenue	Annual			

Category 2: Fire Sprinkler Systems (does not include backflow device testing)

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
City Hall	250 North 5th Street.	Annual			
Fire Administration	625 Ute Avenue	Annual			
Fire Station One	620 Pitkin Avenue	Annual			
Fire Station Two	2827 Patterson	Annual			
Fire Station Three	580 25 ½ Road	Annual			
Fire Station Four	2884 B-1/2 Road	Annual			
Fire Station Five	2155 Broadway	Annual			
Fire Station Six	729 27 Road	Annual			
Fire Station Eight	441 31 Road	Annual			
Public Safety Building – Primary System	555 Ute Avenue	Annual			
Public Safety Building – Dispatch-Dry System	555 Ute Avenue	Annual			
Stadium	12 th Street and North Ave.	Annual			
Rood Avenue Parking Garage	435 Rood Avenue	Annual			

NOTE: There are two dry sprinkler systems. One is in the Public Safety Building in the Dispatch (911) area; the second is located at City Hall, 250 North 5th Street, in the parking overhang at the rear of the building.

Category 3: Inert Gas systems

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
City Hall Server Room (First Floor)	250 North 5 th Street	Semi-Annual			
City Hall Server Room (Second Floor)	250 North 5 th Street	Semi-Annual			
City Hall – UPS Room	250 North 5 th Street	Semi-Annual			
Public Safety Building – Server Room	555 Ute Avenue	Semi-Annual			
Public Safety Building – Radio Room	555 Ute Avenue	Semi-Annual			
Public Safety Building – UPS Room	555 Ute Avenue	Semi-Annual			

Here is a list of Inert Gas System Types:

- City Hall - new server room: Fenwall with Novec 1230
- City Hall - old server room - Siemens Sinorex with Novec 1230
- City Hall - UPS Room - Siemens Sinorex with Novec 1230
- Public Safety - Server Room -Siemens Sinorex with Novec 1230
- Public Safety - Radio Room - Siemens Sinorex with Novec 1230
- Public Safety - UPS Room - Siemens Sinorex with Novec 1230

Category 4: Fire Extinguisher Price Sheet

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
2.5 LB ABC					
5 LB ABC					
10 LB ABC					
20 LB ABC					
2.5 LB Halotron					
5 LB Halotron					
5 LB CO2					
10 LB CO2					
15 LB CO2					
6 Liter Wet Chemical (K)					
2.5 Gal. Water					
Fire Extinguisher Disposal Fee					

Category 5: Kitchen Hood Price Sheet

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
Lincoln Park Golf – 1 tank	800 Mantlo Circle	Annual			
Stadium – 1 tank	12 th Street and North Ave.	Annual			
Tiara Rado Golf – 1 tank	2057 South Broadway	Annual			



NOTICE OF AWARD

Date: May 24, 2023
Company: Fire Team Security, Inc.
Project: Fire Protection Equipment and System Inspection Services IFB-5206-23-DD (Category 1 Fire Alarm Systems, Category 3 Inert Gas Systems, and Category 4 Fire Extinguishers)

You have been awarded the City of Grand Junction Contract for the Fire Protection Equipment and System Inspection Services IFB-5206-23-DD (Category 1 Fire Alarm Systems, Category 3 Inert Gas Systems, and Category 4 Fire Extinguishers) (IFB-5163-23-DD) for the unit prices noted in the Contract.

Please notify Jim Stavast, Facilities Supervisor for General Services at 970-244-1569 or jimst@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.

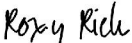
CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Fire Team Security, Inc.
By: 
Title: Managing Partner
Date: 5/24/2023

4. Contractor's Bid Form

Bid Date: April 20, 2023

Project: IFB-5206-23-DD "Fire Protection Equipment and System Inspection Services"

Bidding Company: Fire Team Security, Inc.

Name of Authorized Agent: Roxy Rich

Email: roxy@fireteamsecurity.com

Telephone: 970.683-8853 Address: 2297 Tall Grass Drive, Unit J

City: Grand Junction State: CO Zip: 81505

The undersigned Offeror, in compliance with the Invitation for Bids, having examined the Instruction to Offerors, 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 Offerors, 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) Servicing 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 Contractor 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 10 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: 0

It is the responsibility of the Offeror 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: Fire Team Security, Inc.

Authorized Signature: [Signature]

Title: VP/MP

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

<u>Name & address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
<i>NONE</i>		

The undersigned Offeror 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 Offeror certifies, and in the case of a joint Bid each party thereto certifies as to its 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 Offeror or with any competitor.



Purchasing Division

BID RESPONSE FORMCategory 1: Fire **Alarm** Systems

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
City Hall	250 North 5th Street.	Annual	\$1150		
Facilities	333 West Avenue Bldg B	Annual	\$250		
City Offices	910 Main Street	Annual	\$450		
GJ Child Care Center	545 25 ½ Road	Annual	\$250		
Fire Administration	625 Ute Avenue	Annual	\$1150		
Fire Station One	620 Pitkin Avenue	Annual	\$600		
Fire Station Two	2827 Patterson	Annual	\$600		
Fire Station Three	580 25 ½ Road	Annual	\$600		
Fire Station Four	2884 B ½ Road	Annual	\$600		
Fire Station Five	2155 Broadway	Annual	\$600		
Fire Station Six	729 27 Road	Annual	\$600		
Fire Station Eight	441 31 Road	Annual	\$600		
Public Safety Building – Primary System	555 Ute Avenue	Annual	\$2100		
Public Safety Building – Dispatch-Dry System	555 Ute Avenue	Annual	\$250		
Las Colonias Amphitheater	925 Struthers Ave.	Annual	\$250		
Stadium	12 th Street and North Ave.	Annual	\$600		
Rood Avenue Parking Garage	435 Rood Avenue	Annual	\$250		
Orchard Mesa Pool	2736 Unawweep Avenue	Annual	\$400		

Category 2: Fire Sprinkler systems (does not include backflow device testing)

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
City Hall	250 North 5th Street.	Annual	\$750	\$815	\$1250
Fire Administration	625 Ute Avenue	Annual	\$245	\$345	\$490
Fire Station One	620 Pitkin Avenue	Annual	\$225	\$300	\$450
Fire Station Two	2827 Patterson	Annual	\$225	\$300	\$450
Fire Station Three	580 25 ½ Road	Annual	\$225	\$300	\$450
Fire Station Four	2884 B-1/2 Road	Annual	\$225	\$300	\$450
Fire Station Five	2155 Broadway	Annual	\$225	\$300	\$450
Fire Station Six	729 27 Road	Annual	\$225	\$300	\$450
Fire Station Eight	441 31 Road	Annual	\$225	\$300	\$450
Public Safety Building – Primary System	555 Ute Avenue	Annual	\$350	\$650	\$985
Public Safety Building – Dispatch-Dry System	555 Ute Avenue	Annual	\$285	\$385	\$570
Stadium	12 th Street and North Ave.	Annual	\$325	\$450	\$750
Rood Avenue Parking Garage	435 Rood Avenue	Annual	\$325	\$450	\$650

NOTE: There are two dry sprinkler systems. One is in the Public Safety Building in the Dispatch (911) area; the second is located at City Hall, 250 North 5th Street, in the parking overhang at the rear of the building.

Category 3: Inert Gas Systems

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
City Hall Server Room (First Floor)	250 North 5 th Street	Semi-Annual	\$450. ⁰⁰		
City Hall Server Room (Second Floor)	250 North 5 th Street	Semi-Annual	\$450. ⁰⁰		
City Hall – UPS Room	250 North 5 th Street	Semi-Annual	\$450. ⁰⁰		
Public Safety Building – Server Room	555 Ute Avenue	Semi-Annual	\$450. ⁰⁰		
Public Safety Building – Radio Room	555 Ute Avenue	Semi-Annual	\$450. ⁰⁰		
Public Safety Building – UPS Room	555 Ute Avenue	Semi-Annual	\$450. ⁰⁰		

Here is a list of Inert Gas System Types:

- City Hall - new server room: Fenwall with Novec 1230
- City Hall - old server room - Siemens Sinorex with Novec 1230
- City Hall - UPS Room - Siemens Sinorex with Novec 1230
- Public Safety - Server Room - Siemens Sinorex with Novec 1230
- Public Safety - Radio Room - Siemens Sinorex with Novec 1230
- Public Safety - UPS Room - Siemens Sinorex with Novec 1230

Category 4: Fire Extinguisher Price Sheet

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
2.5 LB ABC	\$7.00	\$30.00	\$35.00	\$25.00	\$81.00
5 LB ABC	\$7.00	\$40.00	\$45.00	\$35.00	\$111.00
10 LB ABC	\$7.00	\$50.00	\$55.00	\$45.00	\$189.00
20 LB ABC	\$7.00	\$60.00	\$65.00	\$55.00	\$275.00
2.5 LB Halotron	\$7.00	Replace due to Agent Recovery		Replace	\$450.00
5 LB Halotron	\$7.00	"	"	Replace	\$620.00
5 LB CO2	\$9.00	N/A	Due @ 5yr \$95	\$50.00	\$289.00
10 LB CO2	\$9.00	N/A	Due @ 5yr \$105	\$70.00	\$470.00
15 LB CO2	\$9.00	N/A	Due @ 5yr \$120	\$100.00	\$540.00
6 Liter Wet Chemical (K)	\$7.00	\$95.00	\$110.00	\$95.00	\$430.00
2.5 Gal. Water	\$7.00	\$63.00	\$78.00	\$63.00	\$525.00
Fire Extinguisher Disposal Fee				\$15.00 Each	

Category 5: Kitchen Hood Price Sheet

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
Lincoln Park Golf - 1 tank	800 Mantlo Circle	Annual			
Stadium - 1 tank	12 th Street and North Ave.	Annual	N/A		
Tiara Rado Golf - 1 tank	2057 South Broadway	Annual			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2023

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).


PRODUCER Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	CONTACT NAME: Renee Worrell PHONE (A/C, No, Ext): (970) 254-0863 FAX (A/C, No): (970) 243-3914 E-MAIL ADDRESS: reneew@hlic.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Fire Team Security Inc. 2297 Tall Grass, Unit J Grand Junction, CO 81505	INSURER A : Everest Indemnity Insurance Co NAIC # 10851	
	INSURER B : Secura Insurance Company 22543	
	INSURER C : Pinnacol Assurance 41190	
	INSURER D : Federal Insurance Company 20281	
	INSURER E :	
	INSURER F :	

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	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X E & O Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	51GL014206-231	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
B	X AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	A3336781	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			51CC005143-231	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$
							General Agg \$ 1,000,000
							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	4149641	2/1/2023	2/1/2024	E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							D Crime
				82633562	7/11/2022	7/11/2023	Employee Theft \$ 1,000,000

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

CERTIFICATE HOLDER City of Grand Junction 910 Main Street Grand Junction, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket where required by written contract.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket where required by written contract.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Blanket Where Required By Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Condition 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section I – Coverage **A** – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Blanket where required by written contract.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

AUTO ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury” or “property damage” resulting from the ownership, maintenance or use of a covered “auto”, provided the “bodily injury” or “property damage” is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

(2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a “leased auto”;

(a) Coverage

- i. Any “leased auto” that is a covered “auto” will be considered a covered “auto” you own and not a covered “auto” you hire or borrow.

For a covered “auto” that is a “leased auto” Who Is An Insured is changed to include as an “Insured” the lessor.

- ii. The coverages provided under this endorsement apply to any “leased auto” until the policy expiration date, or when the lessor or his or her agent takes possession of the “leased auto”, whichever occurs first.

(b) Loss Payable Clause

- i. We will pay, as interest may appear, you and the lessor for “loss” to a “leased auto”.
- ii. The insurance covers the interest of the lessor unless the “loss” results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

(d) Additional Definition

As used in this endorsement:

“Leased auto” means an “auto” leased or rented to you including any substitute, replacement or extra “auto” needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

B. WAIVER -- TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.