

## **NOTICE TO PROCEED**

Date: May 30, 2023

Contractor: Arctic Cooling and Heating

Project: HVAC Replacements IFB-5245-23-DD

In accordance with the Contract dated <u>May 30, 2023</u>, the Contractor is hereby notified to begin work on the Project on or before <u>June 5, 2023</u>.

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

### **CITY OF GRAND JUNCTION, COLORADO**

Soly Sauls	
Dolly Daniels, Senior Buyer	_

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor:	Arctic Cooling and Heating
By:	Danich Loy
Print Name:	Damien Loy
Title:	President
Date:	6/1/2023



#### CITY OF GRAND JUNCTION, COLORADO

#### CONTRACT

This CONTRACT made and entered into this <u>30th day of May, 2023</u> by and between the <u>City of Grand Junction, Colorado</u>, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Arctic Cooling and Heating, Inc.</u> hereinafter in the Contract Documents referred to as the "Contractor."

#### WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as <a href="https://www.heatsuper.com/heatsuper

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

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

#### **ARTICLE 1**

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Solicitation Documents for the Project; HVAC Replacements IFB-5245-23-DD
- Notice of Award
- Contractor's Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders:
- Change Orders.

#### **ARTICLE 2**

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

#### ARTICLE 3

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

#### **ARTICLE 4**

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

#### **ARTICLE 5**

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of One Hundred, Twenty-Two Thousand, Sixty-Four and 00/100 Dollars (\$122,064.00). If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final

payment therefore; 3. Thirty (30) days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a Sub-Contractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

#### ARTICLE 6

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

#### **ARTICLE 7**

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

#### **ARTICLE 8**

<u>Severability:</u> If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be 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

By:	Duane Hoff Jr.		5/30/2023
_,	Duane Hoff, Jr. Contracts Administrator		Date
Arc	tic Cooling and Heating, Inc.		
By:	Docusigned by:  Damich Loy		5/30/2023
-	Damien Loy, President	Date	



### **NOTICE OF AWARD**

Date: May 30, 2023

Company: Arctic Heating and Cooling, Inc.

Project: HVAC Replacements IFB-5245-23-DD

You have been awarded the City of Grand Junction Contract for the HVAC Replacements (IFB-5245-23-DD) for a lump sum fee of **\$122,064.00**.

Please notify Jim Stavast, Facilities Manager at 970-244-1569 or <a href="mailto:jimst@gicity.org">jimst@gicity.org</a> 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

Duane Hoff <sup>a</sup>	Contracts Administrator
Duane Hoff J	r.
— DocuSigned by:	

#### **SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Arctic Cooling and Heating

-DocuSigned by:

By: Vanier loy

Title: President

Date: 5/30/2023



#### **Purchasing Division**

### **Invitation for Bid**

IFB-5245-23-DD

## **HVAC Replacements**

## **Responses Due:**

May 22, 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 <u>MUST</u> contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

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

#### **Purchasing Representative:**

Dolly Daniels, Senior Buyer dollyd@gjcity.org
970-256-4048

## **Invitation for Bids**

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Parks Operations Building Specifications
Senior Recreation Center Specifications

## 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 it has a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

**1.1 Issuing Office:** This 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

With the exception of Pre-Bid or Site Visit Meeting(s) 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 Non-Mandatory Pre-Bid Meeting: Prospective Offerors are encouraged to attend a non-mandatory pre-bid meeting on May 8, 2023, at 10:00AM. The meeting will commence at the Senior Recreation Center located at 550 Ouray Ave, Grand Junction CO 81501 and continue to the remaining facilities. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- **1.3 Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to purchase and install new HVAC units as described in Section 3.3. All dimensions and Scope of Work should be verified by Contractors prior to submission of bids.
- 1.4 Prequalification Requirement: Contractors submitting bids over \$500,000 must be prequalified in accordance with the City's "Contractors Prequalification Application". All bids received by the specified time will be opened, but the City will reject bids over \$500,000 from Contractors who have not been prequalified. Application forms for prequalification are available by clicking the Application Link Call 970-256-4082 for additional information. Due to the time required to process applications, all applications must be submitted no later than the application due date stated in the solicitation document. Contractors may view 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 Owner 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 <u>Purchasing</u> Policy and <u>Procedure Manual</u> is contacting.
- Submission: Each proposal shall be submitted in electronic format only, and only 1.8 the Rockv Mountain E-Purchasing website through (wwwbidnetdirect.com/colorado). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at https://cograndjunction.civicplus.com/501/Purchasing-Bids for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If the website or other problems arise during response submission, the vendor MUST contact RMEPS to resolve the issue prior to the response deadline 800-835-4603).

#### **Bid Opening HVAC Replacements**

May 22, 2023, 2:00 - 2:30 PM (America/Denver)

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

https://meet.goto.com/880721389

You can also dial in using your phone.

Access Code:

880-721-389

**United States:** 

+1 (571) 317-3112

Join from a video-conferencing room or system.

Meeting ID:

880-721-389

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

880721389@67.217.95.2 or 67.217.95.2##880721389

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, <a href="https://co-grandjunction.civicplus.com/501/Purchasing-Bids">https://co-grandjunction.civicplus.com/501/Purchasing-Bids</a>.
- **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 <a href="https://co-grandjunction.civicplus.com/501/Purchasing-Bids">https://co-grandjunction.civicplus.com/501/Purchasing-Bids</a>.
- **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 (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which the Offeror deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Offeror shall be subject to prior approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

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 <a href="https://co-grandjunction.civicplus.com/501/Purchasing-Bids">https://co-grandjunction.civicplus.com/501/Purchasing-Bids</a>. 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 Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions, 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.

Offeror may be required to submit satisfactory evidence that it is 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 subcontractors 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 for Construction Projects

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 and materials necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner 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, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. 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 Owner 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 construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 2.11. Warranty: The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not 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 Contractor. 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. 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.
- **2.20. 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.
- 2.21. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. Bid Bond: Each Bid shall as a guaranty of good faith on the part of the Offeror be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado and made payable without condition to the City; or a Bid Bond written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid

amount. Once a Bid is accepted and a Contact is awarded, the apparent successful Offeror has ten calendar days to enter into a Contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

- 2.23. Performance & Payment Bonds: Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds as required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.24. Retention: The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract: Should the Successful Offeror fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such 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.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule: If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of \$500.00 is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

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

2.27. Contingency/Force Account/Minor Contract Revisions: Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force

Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, which are not authorized by Owner or Owner's Project Manager.

- 2.28. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect 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.
- 2.29. Changes in the Work: The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time: If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- **2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- **2.32. Field Orders**: The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the Contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work: The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated

installed or competed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- **2.34** Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- **2.35 Assignment:** The Contractor shall not sell, assign, transfer, or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36 Compliance with Laws: 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.
- **2.37 Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the Work to be done or information that comes to the attention of the Contractor during the course of performing such Work is to be kept strictly confidential.
- **2.38 Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from this Invitation for Bid.
- **2.39 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.
- **2.40 Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:

- 2.40.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.40.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.40.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- **2.41 Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 "Affirmative Action/EEO.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Contractor certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- **2.43. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- **2.44.** Failure to Deliver: In the event of failure of the Contractor to 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.
- **2.45.** Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- **2.46.** Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.
- **2.47. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally

responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

**2.48. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or Contract; and
- i. Failure to calculate Bid prices as described herein.

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

- reject any and all Bids,
- waive any and all informalities,
- 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 Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive, or conditional Bids.

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

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

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

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

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

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

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

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

2.50. Award of Contract: Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful 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. Performance Bond, Payment Bond, and 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.

- **2.51.** Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- **2.52. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.53. Patents/Copyrights: The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Invitation For Bid.
- **2.54. Remedies**: The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **2.55. 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.
- **2.56.** 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.
- **2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.
- 2.58. 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).
- 2.59. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful provider and the

participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The 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.

2.60. 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 works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

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

## 3. Statement of Work

**3.1 GENERAL:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to purchase new HVAC units and install for four (4) City facilities.

#### 3.2. SPECIAL CONDITIONS & PROVISIONS:

3.2.1 Non-Mandatory Pre-Bid Meeting: Prospective Offerors are encouraged to attend a non-mandatory pre-bid meeting on May 8, 2023, at 10:00AM. The meeting will commence at the Senior Recreation Center located at 550 Ouray Ave, Grand Junction CO 81501 and continue to the remaining

**facilities**. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.2.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

Dolly Daniels; Senior Buyer City of Grand Junction dollyd@gicity.org

**3.2.3 Project Manager:** The Project Manager for the Project is Jim Stavast, Project Engineer, who can be reached at (970) 244-1569. <u>During Construction</u>, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
General Services Department, Facilities
Attn: Jim Stavast, Project Manager
333 West Avenue, Building C
Grand Junction, CO 81501
jims@gjcity.org

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

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

- **3.2.5 Affirmative Action**: The Contractor is not required to submit a written Affirmative Action Program for this Project.
- 3.2.6 Pricing: Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

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

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

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

**3.2.8 Contract:** A binding Contract shall consist of: (1) the IFB and any amendments

thereto, (2) Additional Documents as stated in Section 1.10, (3) the 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.
- **3.2.9 Time of Completion:** The scheduled time of Completion for the Project is **90 Calendar Days** from the starting date specified in the Notice to Proceed.

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

- 3.2.10 Working Days and Hours: The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:
  All Work shall be performed between the hours of 8:00 AM to 5:00 PM, Monday through Friday.
- **3.2.11 Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.12. Contractor shall supply to Owner all copies of finalized permits.
- **3.2.12 City Furnished Materials:** The City will furnish the following materials for the Project: **None**
- **3.2.13 Project Sign:** Project Signs, if any, will be furnished and installed by the City.
- **3.2.14 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.
- **3.2.15 Clean-Up:** The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

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

#### 3.2.18 Work to be Performed by the City (Prior to Installation) None

#### 3.3 SCOPE OF WORK:

#### 3.3.1 General Requirements

- Supply a quote for each building to include all labor and materials required to complete the replacements.
- Contractor to supply and install new Honeywell seven-day programmable thermostats with all replaced HVAC units. Thermostat to have "Auto" modes for fan and heating/cooling selection.
- All new units shall have a minimum 16 SEER rating for efficiency.
- Contactor to provide a minimum one-year installation warranty and copies of the manufacturer's warranty for each HVAC unit.
- Contractor to provide the Owner with the operating manuals for each new HVAC unit.
- Owner reserves the right to award all buildings to one Contractor or to multiple Contractors.

#### 3.3.2 Transportation Engineering – 333 West Ave. Building D

- Existing AC-1 is a 5-Ton Lennox Unit.
- Existing AC-2 is a 3-Ton Lennox unit.
- Refer to **Attachment A** mechanical drawing and pictures for more information.

#### 3.3.3 Water Building – 333 West Ave. Building E

- Existing RTU-1 is a Trane 4-Ton YCC048F3H0BD Direct Drive.
- Existing RTU-2 is a Trane 4-Ton YSC048A3RHA0SD201A1000600B Direct Drive
- Refer to **Attachment B** mechanical drawing and pictures for more information.

#### 3.3.4 Parks Operations Building 2529 High Country Court

- Only the north 3-Ton HVAC unit is to be replaced.
- The new HVAC unit shall be installed on a stand to keep the unit off the ground. Stand to be a minimum of thirty (30) inches tall.
- Existing HVAC unit is a 3-Ton Tempstar model number PGAA36E1K7.
- Refer to Attachment C mechanical drawing (north is to the bottom) and pictures for more information.

#### 3.3.5 Senior Recreation Center 550 Ouray Ave.

- Sheet M1-1 from Bighorn Engineering was a system design for the Senior center that was drawn in 2007.
- The new HVAC equipment is not required to be Trane equipment as shown on sheet M1-1.
- Replace all condensing units and gas fired furnaces as shown.
- Replace EF-1 and extend the ductwork through the north wall to the exterior.

- Verify that EF-1 turns on from both restroom light switches.
- Remove existing in ceiling exhaust fans in both restrooms and cover the openings with new return grills.
- Replace all floor registers with new registers.
- Refer to **Attachment D** mechanical drawings for more information.

#### 3.3.6 Bid Alternate (See Price Bid Schedule Sheet)

• Supply a bid alternate for removing and disposing of the existing five evaporative coolers. Capping and sealing the roof jack. Remove duct work at the ceiling, insulate, and cover the hole.

#### 3.4 Attachments (Click on the links):

Attachment A Transportation Engineering Specifications

Attachment B Water Building Specifications

Attachment C Parks Operations Building Specifications
Attachment D Senior Recreation Center Specifications

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

#### 3.6 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on April 26, 2023 Non-Mandatory Pre-Bid Meeting May 8, 2023, 10:00 AM May 12, 2023 Inquiry deadline, no questions after this date Addendum Posted May 15, 2023 Submittal deadline for proposals May 22, 2023, 2:00 PM June 7, 2023 City Council Approval Notice of Award & Contract execution June 12, 2023 June 22, 2023 Bonding & Insurance Cert due Preconstruction meeting June 24, 2023 Work begins no later than Receipt of Notice to Proceed **Final Completion** 90 Calendar Days from Notice

#### Holidays:

Memorial Day Juneteenth Independence Day Labor Day May 29, 2023 June 19, 2023 July 4, 2023 September 4, 2023

to Proceed

			E	XH	AUS	T	FA	N SCHED	ULE		-
DESIG	CFM	S.P.	DIA	RPM	WATTS		VOLT	MANUFACTURER & MODEL NUMBER	MOUNTING	POWERED BY	NOTES
EF-1	1870	.25"	16"	1250	1/4hp	1	120	GREENHECK GB-160	ROOF	MANUAL	1
EF-2	903	.25	12"	1550	1/4hp	1	120	GREENHECK GB-120	ROOF	MANUAL	1
EF-3	74	.25"		1500	40	1	120	GREENHECK SP-6	CEILING	LIGHT	2
EF-4	74	25"		1500	40	1	120	GREENHECK SP-6	CEILING	LIGHT	2

NOTES: 1 PROVIDE WITH ROOF CURB, BACKDRAFT DAMPER. 2 PROVIDE WITH RU ROOF CAP, SOLID STATE SPEED CONTROLLER.

AIR DEVICE SCHEDULE									
TYPE OF DESIG. INSTALLATION	MANUFACTURER & MODEL NUMBER	CONNECTION SIZE	ACCESSORIES	PANEL OR FACE SIZE	NOTES				
A LAY-IN	TITUS MODEL TMS	AS SHOWN		24"×24"	1				
B SURFACE	TITUS MODEL TMS	AS SHOWN		24" x24"	1				
R1 LAY-IN	MODEL SOF	AS SHOWN		24" x24"	1				
R2 SURFACE	TITUS MODEL 50F	AS SHOWN		24"×24"	1				

NOTES. 1. WHITE FINISH.

FLAG	NO.	TES

(A) TYPICAL OF 8

(RI) TYPICAL OF B

101

- EXHAUST UP TO ROOF WITH 4" DUCT TO GREENHECK MODEL RJ PITCHED ROOF CAP.
- DUCT DOWN FROM EF-1 TO EXHAUST GRILLE WITH 18-1/2"X18-1/2" DUCT.
- $\stackrel{\textstyle <}{\bigcirc}$  DUCT DOWN FROM EF-2 TO EXHAUST GRILLE WITH 14-1/2"X14-1/2" DUCT.
- ◆ 32"x15" SUPPLY & 38"x12" RETURN DUCT DOWN THROUGH ROOF OPENING.

$\bigcirc$	MECHANICAL.	PLAN
(1 <u>)</u>	MECHANICAL  SCALE: 1/8"=1'-0"	

SIGNAL SHOP

150 C.F.M 8 Neck OFFICE 5

110

105

400 C.F.M

104

MEN

103

HALL

102

106

Ø

111

RECEPTION

100

71 C.F.M

8 Neck

(B) TYPICAL OF 6

SIGN SHOP

130 C.F.M 8 Neck

375 C.F.M 10 Neck,

OFFICE 4

108

TCE 2

#### SYMBOL LEGEND

	STADUL LEGE		
	CW DOMESTIC COLD WATER	T	THERMOSTAT
	HW DOMESTIC HOT WATER	6	UNIVERSAL GAUGE TAPPING
	S SANITARY SEWER	•	POINT OF CONNECTION NEW TO EXISTING
—— HS——.	HEATING WATER SUPPLY	V.T.R.	VENT THRU ROOF
HR	HEATING WATER RETURN	۵	FIRE DAMPER
c <b>w</b> \$	CHILLED WATER SUPPLY		
CWR	CHILLED WATER RETURN	• .	COMBINATION SMOKE/FIRE DAMPER
	DOMESTIC HOT WATER RECIRC	<u></u>	TURNING VANES-SHOWN IN 90' ELBOW
	PLUMBING VENT	· ·	
G	NATURAL GAS		FLEXIBLE CONNECTION  MANUAL VOLUME DAMPER
<b>─</b> ₹ <b>-</b>	GATE VALVE	<del>- j</del>	MANUAL VOLUME DAMPER
ф	BALL VALVE		RAIN LEADER
<del></del>	AUTOMATIC FLOW CONTROL VALVE		PIPE UNIÓN
	STRAINER	<del></del>	PIPE ANCHOR
<del></del> \$	TEMPERATURE CONTROL VALVE	—-II OR-—	CLEAN-OUT
Ŕ	PRESSURE RELIEF VALVE	—-c—	CONDENSATE LINE
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	CHECK VALVE	Q	THERMOMETER
		0	DRAIN LINE

ARCHITECTURI Grand Junction, Co (970)256-979

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4/24/00 Plan No.

2004

 $\mathbf{M}$ 

## GCS16-030-90-3Y

## S/N: 5600K C1311

#### HEATING DATA

N/A STUH MIN OUTPUT: 72,000 STUN INPUT: 90,000 BTUH MAX INFUT: 90,000 STOP MAX NIA STUH MIN OUTPY
MANIFOLD PRESSURE: 3.5 IN. W.C.
CAS SUPPLY LINE PRESS: 1.5 IN. W.C. MIX.
MAXEMIND OUTLET AR TEMPERATURE: 170 °F
TEMPERATURE RISE FROM: 40 -70 °F
MAX. STATIC PRESSURE: 0.5 IN. W.C. FOR ALTITUDES TO: 0 - 4500 FI.
MAXIFACTURER RECOMMENDED ORFICE SIZE: 1,75mm

SEE INSTALLATION INSTRUCTIONS FOR MORE INFORMATION.

#### CHAUFFAGE

PUISANCE CALORIFIQUE BRUTE MAX: 90,000 BTUH MIN: N/A BTUM
PUISANCE CALORIFIQUE KOMINALE: 72,000 BTUH
PRESS A LA TUBULURE O'ALMENTATION: 3.5 POUCES COLONNE/EAU
PRESSION (INTREE: MIN 4.5 MAX 10.5 POUCES COLONNE/EAU
TEMP: MAXIMALE O'AR DE SORTIE: 170 15
AUGMINISTROUS DE TEMPERATURE: 40,20 15
AUGMINISTROUS DE TEMPERATURE: 40,20 15 AUGMINTATION DE TEMPERATURE: 40 - 70 °F
PRESSION STATIQUE MAX. S.S. POUCES COLOMBUEAU POUR ALTITUDE JURGU'A 0 - 4500 PIEDS.
ORIFICE RECOMMANDES PAR MANUFACTURIER: 1.75mm

CONSULTER LE MANUEL D'INSTALLATION POUR DE PLUS AMPLES DETAILS.

COOLING DATA / CLIMATISATION	ELECTRICAL RA	TING / CIR	CUIT E	LECTI	RIQUE	
CONTAINS/CONTIENT DU: HCFC-22	TO BE OPERATED AT	/ FAIRE F	ONCTIO	NNER	1000	-
FACTORY CHARGE/CHARGE A L'USINE	VOLTS 208/230	HERTZ	60		HASE	3
EACH COMPRESSOR SYSTEMS CHAQUE ENSEMBLE DE COMPRESSEUR	USE 75°C (187°F)	MIN 197 V	OLTS I	6AX 2	53 VO	LTS
TOTAL	(167°F) AMPACITY NEW		UNIT BAZZAN			
4 LBS 6 OZS M N DESIGN PRESSURE-/PRESSION-	MIN. CKT. AMPACITY AMPERAGE MENIMUM		18	M.1		П
278 MONNAUTE PEIG 14410M/BASSE PEIG	MAX FUSE OR CAT. BKR. SHACK PER NEC) FUSIBLE/COUPE CIRCUIT.		25			
MOTOR RATINGS / MOTEURS ELECT	RIQUES RLA	HP: 1	PH T	FLA	LR	

UNION RESIDENT TO THE TENT OF 77 1/2 3.9 1.1

FORCED ARE PLENACE WITH COOLING, FOR OUTDOOR INSTALLATION ONLY CLIMATICS UNCHALIFFACE. INSTALLATION & L'EXTERIEUR SEULEMENT.

CLIMATISEUR/CHAIP RES. DATE LATEN A L'ETTER MET SELEMENT

MINIMISE AMBIENT TEMPERATURE IN EMILIE UNIT MAY BE OPERATED.

TEMPERATURE MINIMALE A L'ADURLL L'UNITE PIUT OPERA.

— 44 7 MINIMITE MINIMALE A L'ADURLL L'UNITE PIUT OPERA.

— 45 7 MINIMITE MINIMALE AND L'ETTER A L'ADURLL L'UNITE PIUT OPERA.

— 45 7 MINIMITE MINIMALE SITE, 15 PLANE A L'ADURLL L'UNITE PIUT OPERA.

— 45 7 MINIMITE MINIMALE SITE, 15 PLANE MAN L'ANTE ANY CHAIPER. PETIDELE PRIMERE TEMPERE TE



CANICGA 2.2 - MDE ANS ZE1.47\*CSA - Z.3 - 1860 CENTRAL FURN. FRR113220









## NOTES:

1 CONDITIONS 105' AMBIENT, 80'0B/61'W B ENT EVAPORATOR 30%0 A
2 CLEAN COILS, REPLACE FILTER, VERIFY OPERATION AND PROVIDE A NEW PROGRAMMABLE AUTOMATIC CHANGE OVER THERMOSTAT, WITH 4 REMOTE SENSORS
3 PROVIDE ECONOMIZER, HAIL GUARD, CURB BAROMETRIC RELIEF, BELT DRIVE MOTOR, HINGED ACCESS PANELS, THROUGH THE BASE ELECTRICAL WITH A POWERED RECEPTACLE AND DISCONNECT, HIGH PRESSURE CONTROL, CRANK CASE HEATER AND FREEZE STAT AUTOMATIC CHANGE OVER THERMOSTAT WITH 4 REMOTE SENSORS

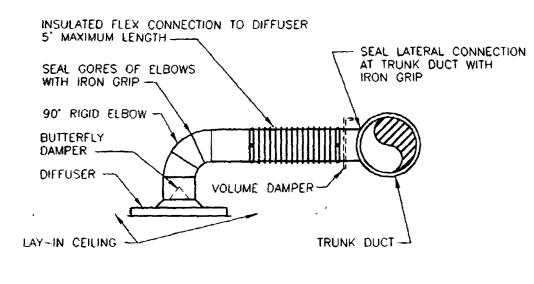
EXHAUST FAN SCHEDULE											
DESIG	CFM	SP	SONES	RPM	AMPS			MANUFACTURER & MODEL NUMBER	MOUNTING	POWERED BY	NOTES
1	165	25	31	1400	13	1	115	GREENHECK SP-218	CEILING	LOCAL SWITCH	1

AIR DEVICE SCHEDULE									
DESIG	TYPE OF INSTALLATION	MANUFACTURER & MODEL NUMBER	CONNECTION SIZE	ACCESSORIES	PANEL OR FACE SIZE	NOTES			
A	LAY-IN CEILING	TITUS OMNI	8"ø	0,8,0	24×24				
R-1	LAY-IN CEILING	TITUS OMNI	15"ø		24×24				
Ð	SIDEWALL	TITUS 1700	12"X12"	-	13"X13"	1			

1 MOUNT ON BOTH SIDES OF WALL 4" BELOW CEILING AND 5" ABOVE FLOOR, FOR COMBUSTION AND

UNIT HEATER SCHEDULE								
DESIG	MOUNTING	HEAT CAPACITY	CFM	AMPS	ø	VOLTS	MANUFACTURE AND MODEL NUMBER	NOTES
UH-1	SEMI- RECESSED	3KW	100	144	1	208	BERCO FRC-4024	1
UH-2	SEMI- RECESSED	3KW	100	14 4	1	208	BERCO FRC-4024	1
UH-3	SEMI- RECESSED	3KW	100	14 4	1	208	BERCO FRC-4024	1

1 PROVIDE RECESSED METAL WALL BOX, MOUNTING FRAME AND SELF CONTAINED THERMOSTAT

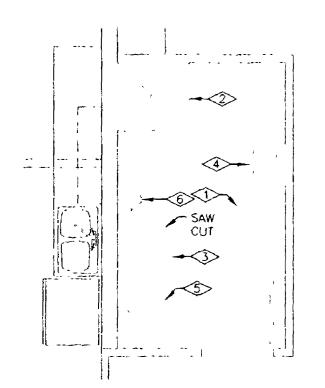


## DIFFUSER FLEX CONNECTION

N<sup>\*</sup>

## SYMBOL LEGEND

	CW DOMESTIC COLD WATER					
	HW DOMESTIC HOT WATER					
	S SANITARY SEWER					
G	NATURAL GAS					
T	THERMOSTAT					
•	POINT OF CONNECTION NEW TO EXISTING					
(C)	TURNING VANES-SHOWN IN 90' ELBOW					
	FLEXIBLE CONNECTION					

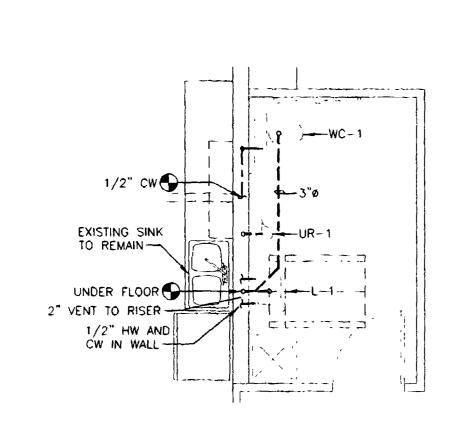


FLAG NOTES

- <>> RELOCATE NATURAL GAS WATER HEALER TO UTILITY ROOM
- REMOVE SHOWER AND SUPPLIES
- S REMOVE WATER CLOSET AND SUPPLIES
- REMOVE LAVATORY AND SUPPLIES
- <5> SERVICE SINK TO REMAIN, CLEAN
- 6 URINAL TO BE REPLACED

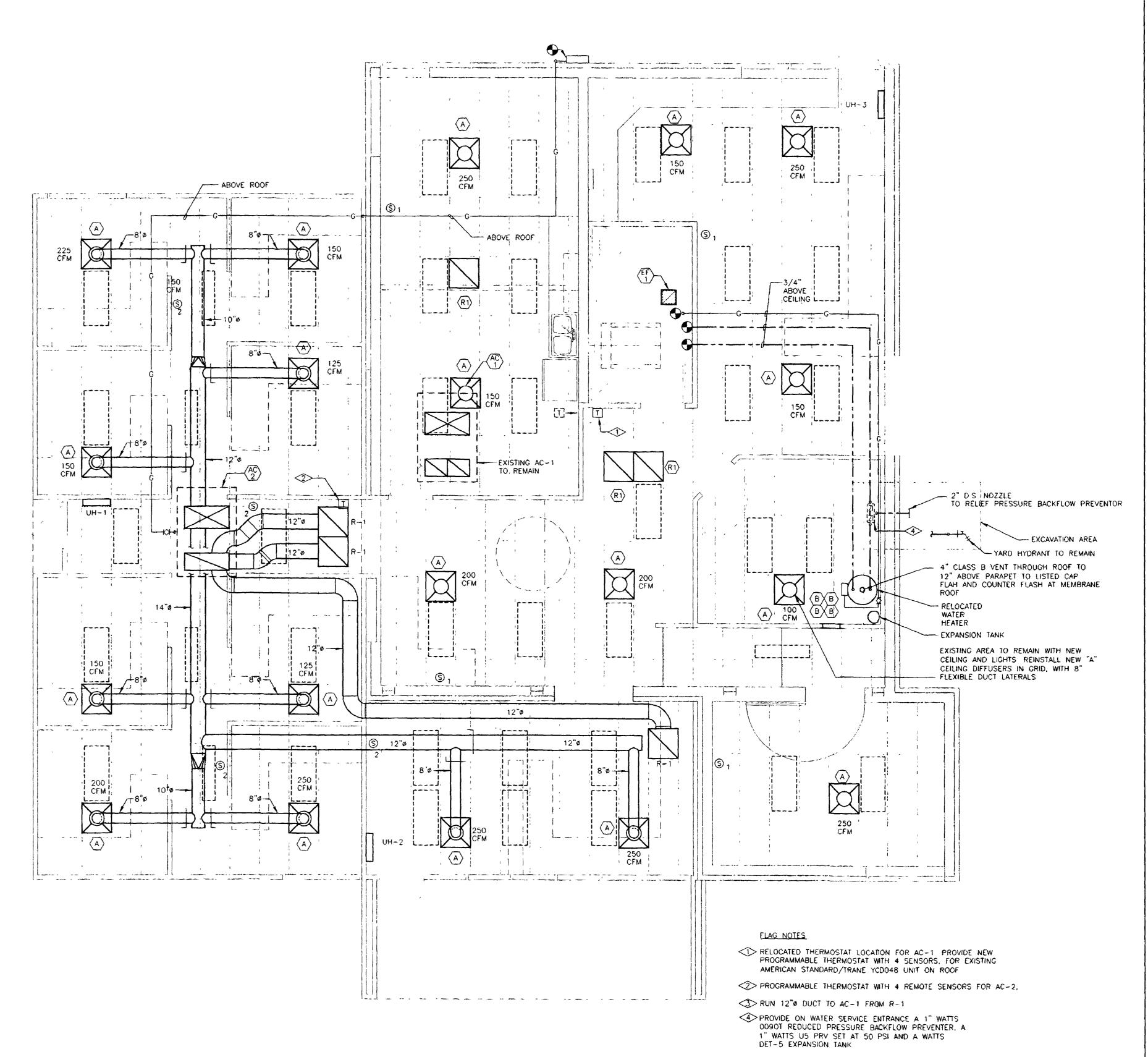
# RESTROOM DETAIL DEMOLITION PLAN

1/4"≈1'-0"



## RESTROOM DETAIL

1/4"=1'-0"





MECHANICAL PLAN

1/4"=1'-0"

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TIECIONE, IC STREET, SUITE 209 CTION CO 81501 2 FAX (970) 256 1011 WER OF IMAGINATION"

ARCH 336 MAIN GRAND JU (\$70) 256 97

ENGINEERING LAB FORTY OF GRAND JUNCTION. C

Phase Date
20MARO2

Date
20MARO2

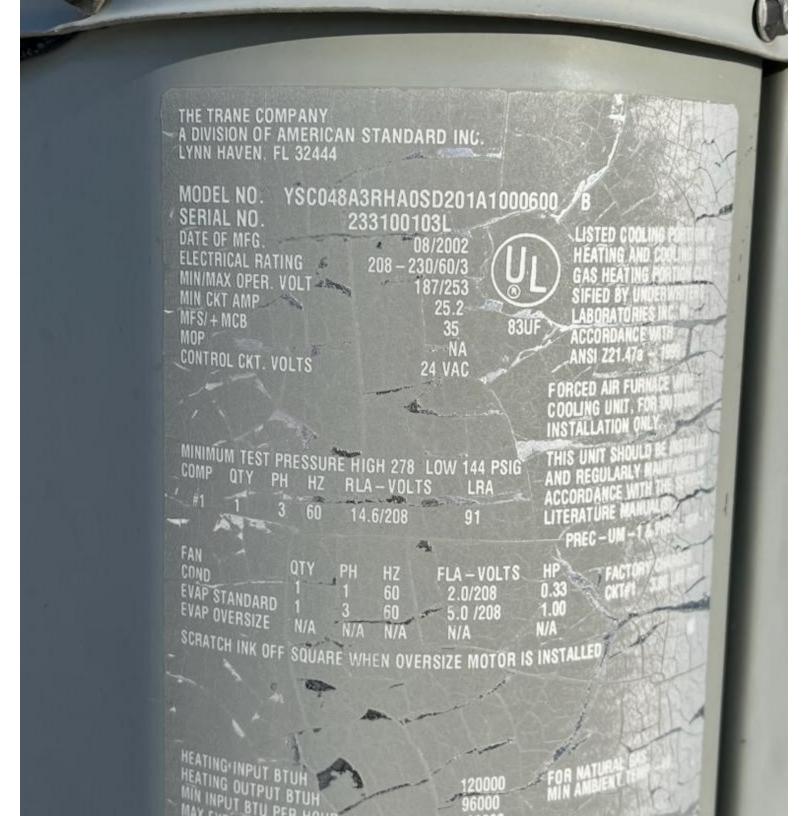
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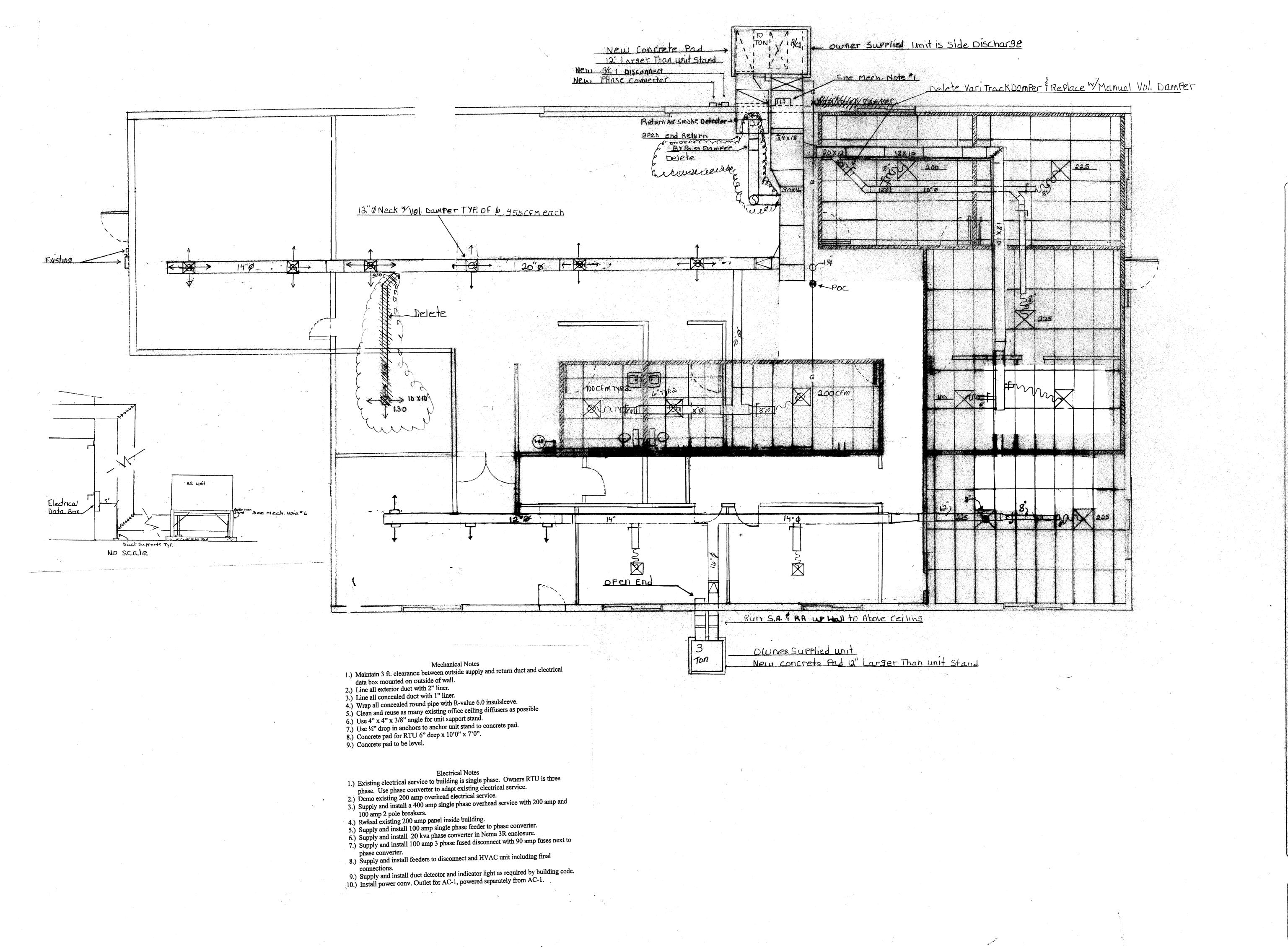
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20MARO2

PLAN 1

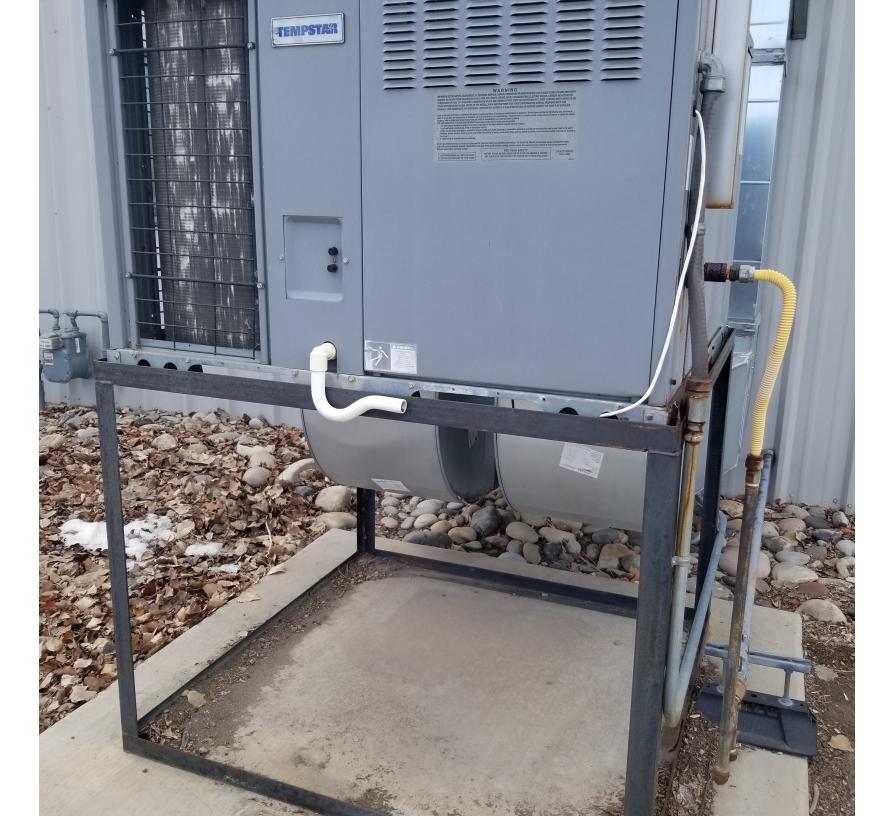
MECHANICAL








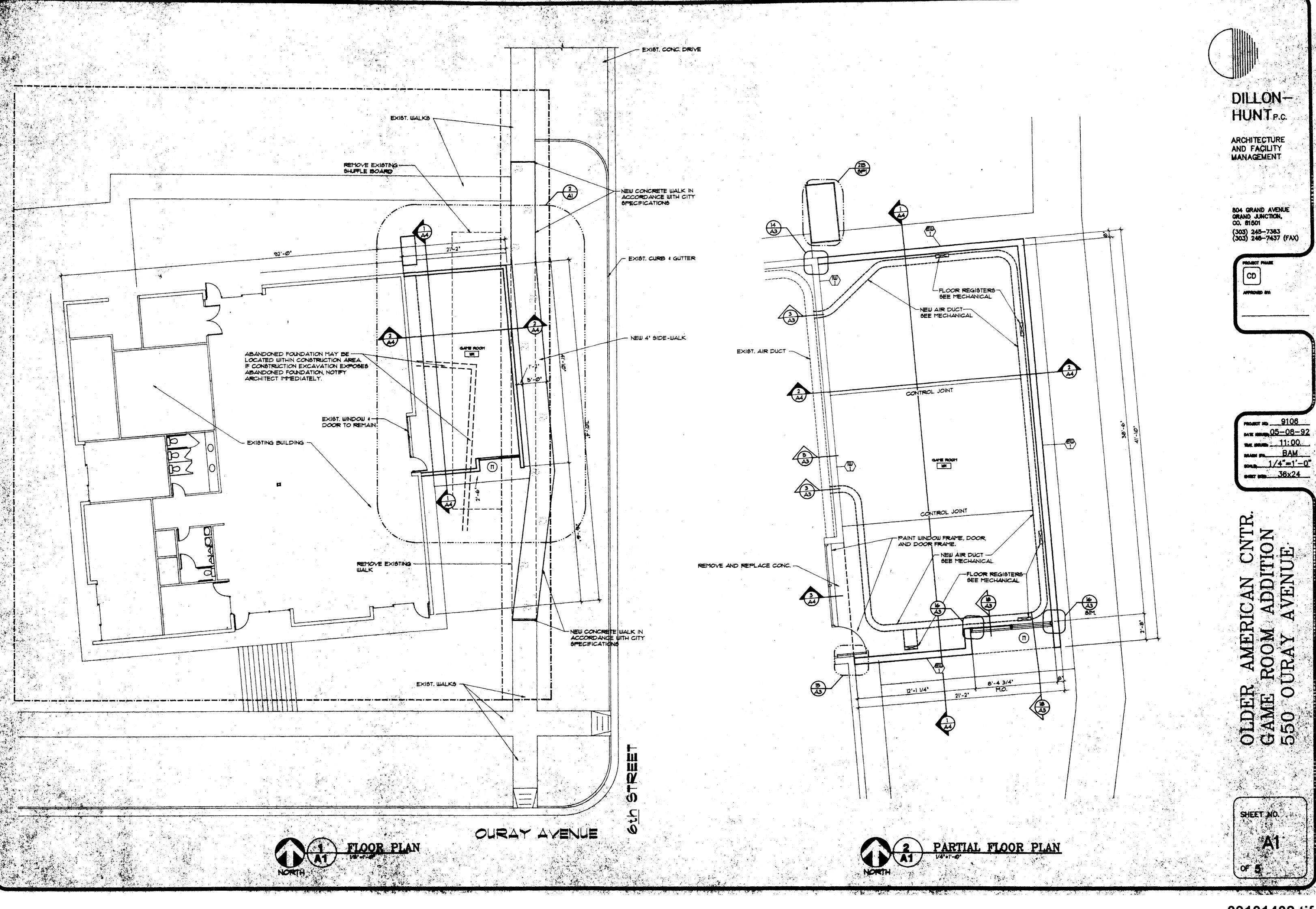
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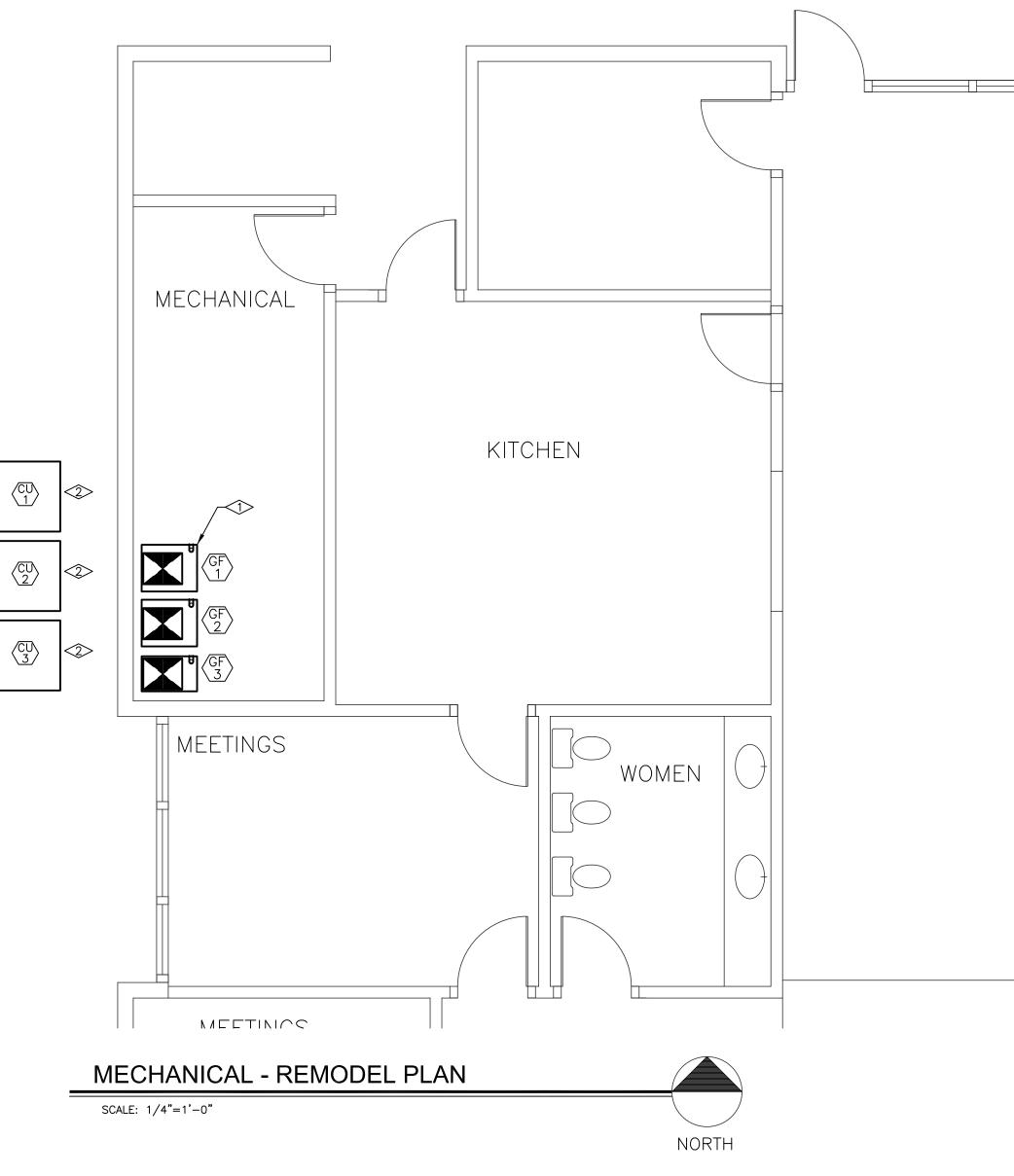






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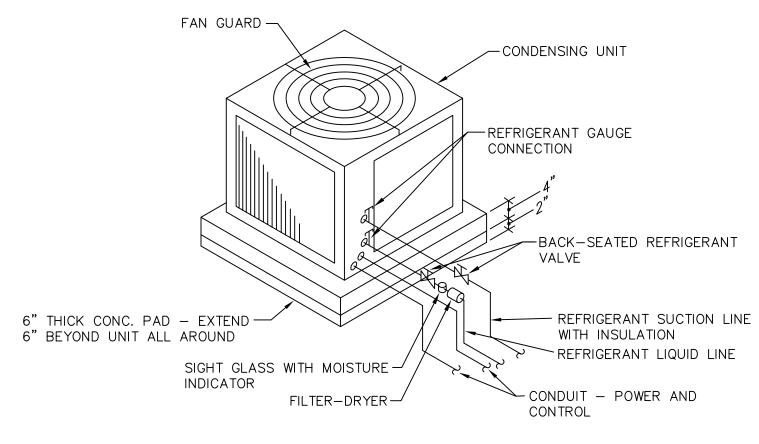


## FLAG NOTES:

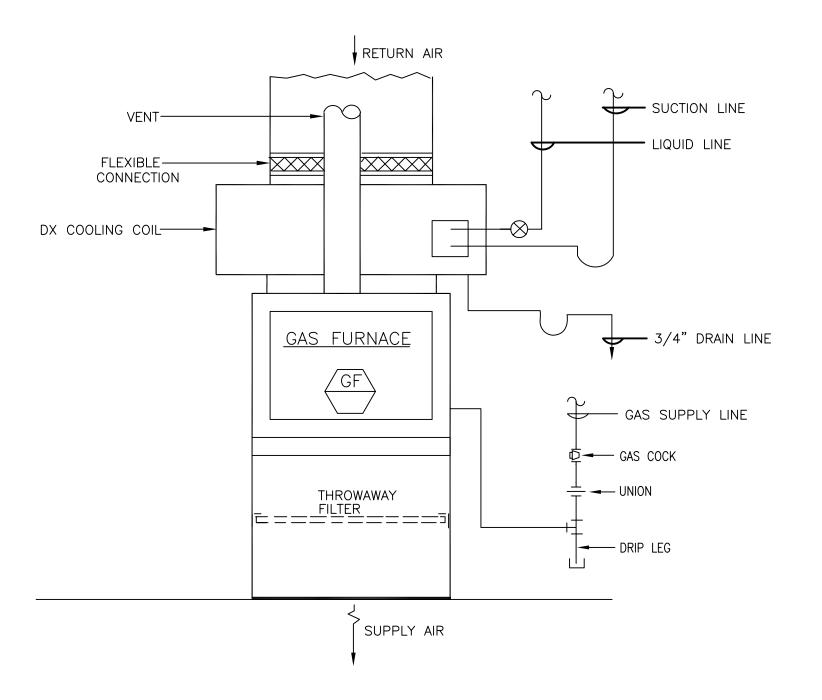
- 1. REMOVE EXISTING DOWNFLOW FURNACES. INSTALL NEW DOWNFLOW FURNACE AND CONNECT EXISTING SUPPLY AND RETURN DUCT CONNECTIONS TO FURNACES. RECONNECT EXISTING GAS SERVICE. VERIFY OPERATION OF EXISTING AUTOMATIC OUTSIDE AIR DAMPER WITH NEW FURNACE OPERATION. PROVIDE NEW 7 DAY PROGRAMMABLE THERMOSTAT AT LOCATION OF EXISTING THERMOSTAT. PROVIDE FILTER RACK ASSEMBLY WITH PLEATED FILTER AND ACCESS PANEL. PROVIDE NEW 3" PVC FLUE FOR GF-1 AND GF-1 AND 2" PVC FLUE FOR GF-3 THROUGH ROOF. TERMINATE PER MANUFACTURER'S INSTRUCTIONS. CAP EXISTING FLUES IN ROOM. MAINTAIN WATER HEATER FLUE. RECONNECT EXISTING ELECTRICAL SERVICE TO THE NEW FURNACES.
- 2. REMOVE EXISTING CONDENSING UNITS. INSTALL NEW CONDENSING UNITS AT EXISTING LOCATIONS. RECONNECT EXISTING ELECTRICAL SERVICE TO EACH UNIT. PROVIDE AND INSTALL NEW REFRIGERANT LINE SETS FOR EACH UNIT. LINE SETS SIZED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS

	AIR COOLED CONDENSING UNIT SCHEDULE									
EQUIPMENT SERVICE		ERVICE COOLING	SEER	REFRIG	. PIPING	ELECTRICAL			MANUFACTURER & MODEL	OPTIONS-ACCESSORIES
NO.		CAPACITY (TONS)	OR EER	LIQUID	VAPOR	VOLTPHCY.	MCA	MOCP		
CU-1, 2	GF-1, 2	5.0	13			208-1-60	32	50	TRANE 2TTB3060	
CU-3	GF-3	3.5	13			208-1-60	21	35	TRANE 2TTB3042	
NOTES:										

GAS FIRED FURNACE SCHEDULE										
EQUIPMENT	SUPPLY	STATIC	INPUT	OUTPUT	EFFIC-		ELECTRIC MANUFACTURER & MODEL		OPTIONS-ACCESSORIES	
NO.	AIR (CFM)	PRESS. (IN. W.G.)	(BTU)	(BTU)	IENCY A.F.U.E.	HP	AMPS	VOLTPHCY.		
GF-1, 2	1950	0.5	120	110	90	1/2	12.9	120-1-60	TRANE TDC120	MATCHING 5 TON TRANE COOLING COIL
GF-3	1300	0.5	80	74	90	1/2	11.4	120-1-60	TRANE TDC080	MATCHING 3.5 TON TRANE COOLING COIL



# AIR-COOLED CONDENSING UNIT - SLAB MOUNTED AT GRADE N.T.S.



DOWNFLOW GAS FURNACE WITH

DX COOLING COIL

NOT TO SCALE

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



Bighorn Consulting Engineers, In Mechanical & Electrical Engineers 569 S. Westgate Dr., Suite 1 Grand Junction, CO 81505 phone: 970-241-8709, fax: 970-241-9514

# OLDER AMERICAN CENTER ENERGY PROJECT GRAND JUNCTION, COLORADO

DATE: ISSUED FOR:

11/26/07 CONSTRUCTION

DATE: 11/02/07

JOB NO: 07-180

DRAWN BY: --CHECKED BY: --SCALE: AS SHOWN

SHEET NUMBER:

M1-1

Title: \_\_\_

Bid Date:	4. Contractor's Bid Form
Project: IFB-5245-23-DD "H	IVAC Replacements"
Bidding Company:	
Name of Authorized Agent: _	
Email	
Telephone	Address
City	State Zip
Contract Conditions, Statemer and conditions affecting the power work for the Project in according to the Project	compliance with the Invitation for Bids, having examined the Instruction to Offerors, General and of Work, Specifications, and any and all Addenda thereto, having investigated the location of proposed Work, hereby proposes to furnish all labor, materials and supplies, and to perform all dance with Contract Documents, within the time set forth and at the prices stated below. These incurred in performing the Work required under the Contract Documents, of which this latt.
connection to any person(s) p	does hereby declare and stipulate that this offer is made in good faith without collusion of providing an offer for the same Work, and that it is made in pursuance of, and subject to, all terms ions to Offerors, the Specifications, and all other Solicitation Documents, all of which have been d.
	hat if awarded the Contract, to provide insurance certificates within ten (10) working days of the Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor wil project in its entirety.
technicalities and to reject ar	t to make the award on the basis of the offer deemed most favorable, to waive any formalities only or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60 me. Submission of clarifications and revised offers automatically establish a new thirty-day (30 me.
Prices in the bid proposal have	ve not knowingly been disclosed with another provider and will not be prior to award.
purpose of restricting competer No attempt has been made restricting competition.	nor will be to induce any other person or Contractor to submit a bid proposal for the purpose o
	d proposal certifies it are a legal agent of the offeror, authorized to represent the offeror and is er with regard to supporting documentation and prices provided.
Direct purchases by the City The undersigned certifies tha City of Grand Junction payme	of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544 to Federal, State, County or Municipal tax will be added to the above quoted prices. ent terms shall be Net 30 days.
days after the i	f percent of the net dollar will be offered to the Owner if the invoice is paid within receipt of the invoice. The Owner reserves the right to take into account any such discounts whereat are no less than Net 10 days.
and other Contract Documen	ne undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications ts. lenda received:
It is the responsibility of the C	Offeror to ensure all Addenda have been received and acknowledged.
By signing below, the Unders	signed agree to comply with all terms and conditions contained herein.
Company:	
Authorized Signature:	

The	undersigned	1 Offeror	proposes t	o subcontra	ct the fo	llowing 1	portion o	f Work:
	OTTOO TOTAL	* 0 110101	Proboses a	O DUCCOLLUI	OU DIE IO		POI MOII O	. ,, отть.

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

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.

# Price Bid Schedule HVAC Replacements IFB-5245-23-DD

Transportation Engineering Facility		
Replace existing AC-1 & AC-2 Lennox units.	\$	
Total Transportation Facility	\$	
Written Amount		Dollars.
Water Building Facility		
Replace existing RTU-1 & RTU-2 Trane Units	\$	
Total Water Building Facility	\$	
Written Amount		Dollars.
Parks Operations Building		
Replace the north 3-Ton unit with stand	\$	
Total Parks Operations Building	\$	
Written Amount		Dollars.
Senior Recreation Center		
Replace condensing units & gas furnaces & floor registers	\$	
Replace EF-1, extend ductwork, remove exhaust fans	\$	
Total Senior Recreation Center	\$	
Written Amount		Dollars.
Total All Facilities	<b>\$</b>	
Total Written Amount All Facilities		Dollars.

#### **BID ALTERNATE**

Remove and dispose of existing five evaporator coolers. Cap and seal roof jack. Remove ductwork at the ceiling, insulate and cover existing hole.

\$	
Written Amount Bid Alternate	Dollars
Company:	
Authorized Signature:	
Title:	



#### **Purchasing Division**

## **ADDENDUM NO. 1**

**DATE:** May 8, 2023

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: HVAC Replacements IFB-5245-23-DD

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

Please make note of the following clarifications:

#### 1. General:

- All equipment needs to have a AFUE rating of 90% or higher.
- All RTUs to have economizers.

#### 2. Senior Recreation Center:

- Exhaust for new furnaces need to be exhausted out the west exterior wall.
- Filter rack to be added above furnaces for easier maintenance.
- Acid neutralization tank to be added to condensate lines before entering floor drain.
- Cap existing exhaust vent from current furnaces.
- 3.3.6 Bid alternate All metal used to cap and cover holes needs to be a minimum of 22 gage metal.

#### 3. Transportation Engineering:

Condensate drains to be schedule 40 PVC pipe and piped into the gutter.

#### 4. Parks Operations

Existing stand may be used if new unit fits on the existing stand.

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

All other conditions of subject remain the same.

Respectfully,

Dolly Daniels, Senior Buyer City of Grand Junction, Colorado

Song Sanie b

## Price Bid Schedule HVAC Replacements IFB-5245-23-DD

Transportation Engineering Facility Replace existing AC-1 & AC-2 Lennox units.	\$ <u>30,450.</u> 00
Total Transportation Facility	\$ 30,450.00
Written Amount Thirty THOUSAND FOUR HUNDRED F	Dollars.
Water Building Facility Replace existing RTU-1 & RTU-2 Trane Units	\$ 27, 169.00
Total Water Building Facility	\$27,169.00
Written Amount Twenty Strew Thousand out	HUNDARD DOllars.
Parks Operations Building Replace the north 3-Ton unit with stand	\$ 13,662.00
Total Parks Operations Building	\$ 13,662.00
Written Amount THERTEEN THOUSAND SIX HUNDRED:	STYTY TWO Dollars.
Senior Recreation Center Replace condensing units & gas furnaces & floor registers	\$ <u>43,527.00</u>
Replace EF-1, extend ductwork, remove exhaust fans	\$ 1,080.00
Total Senior Recreation Center	\$ 44,607
Written Amount FORTY FORR THOUSAND STX HUMAN	ED SEVER Dollars.
Total All Facilities	\$ 119,364 W BONG
Total Written Amount All Facilities ONE HUNDRED NINETE	EN THREE SITT Dollars.

BID ALTERNA	TE				

Bid Date: 5-22-23 4. Contractor's Bid Form
Project: IFB-5245-23-DD "HVAC Replacements"
Bidding Company:
Name of Authorized Agent: Domaca Lo/
Email Jamien @ ARLTIC 65.com
Telephone 248-9196 Address 321 PSTKSN DVE.
City State Zip 8   So
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) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.
The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty-day (30) period.
Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.
Prices in this bid proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.  No attempt has been made nor will be to induce any other person or Contractor to submit a bid proposal for the purpose of restricting competition.  The individual signing this bid proposal certifies it 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: ARCTAL CONSOL & HEOTENG INL.
Authorized Signature: / Amie Fay
Title:

Name & address of Sub-Contractor	Description of Work to be performed	% of Contract
AA		

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

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.

# AIA° Document A312™ – 2010

SURETY:

of business)

Bond Number: 70634

Atlanta, GA 30350

(Name, legal status and principal place

365 Northridge Rd., Ste. 250

American Southern Insurance Company

#### Performance Bond

CONTRACTOR:

(Name, legal status and address)

Arctic Cooling & Heating, Inc.

321 Pitkin Ave.

Grand Junction, CO 81501

OWNER:

(Name, legal status and address)

City of Grand Junction, Colorado

250 North Fifth Street

Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date:

Amount: \$119,364.00

Description:

(Name and location)

HVAC Replacement IFB-5245-23-DD

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$119,364.00

Modifications to this Bond: None

See Section 16

**CONTRACTOR AS PRINCIPAL** 

Company:

(Corporate Seal)

SURETY Company:

(Corporate Seal)

Arctic Cooling & Heating, Inc.

American Southern Insurance Company

Signature:

and Title:

Name

Signature:

Name

and Title:

Stefan E. Tauger, Attorney In Fact

and Title: PRESIDENT and Title: Stefan (Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

This document has important legal

consequences. Consultation with

an attorney is encouraged with

respect to its completion or

Any singular reference to

plural where applicable.

AIA Document A312-2010

Contractor, Surety, Owner or

other party shall be considered

combines two separate bonds, a Performance Bond and a

Performance and Payment Bond.

Payment Bond, into one form. This is not a single combined

modification.

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
  - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
  - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional CONTRACTOR AS PRINCIPAL	signatures of added	led parties, other than those appearing on the cover page.) SURETY			
Company:	(Corporate Seal)	Company:		(Corporate Seal)	
Signature: Name and Title:  Name and Title:  Address  321 PITKIN AU Changes will not be obscured.	A. 65,408150	Address		ginal assures that	

AIA Document A31214 - 2010. The American Institute of Architects.

# $\mathbb{A}\mathbf{I}\mathbf{A}^{^{\!\circ}}$ Document A312 $^{^{\!\circ}\!\!\mathsf{M}}$ – 2010

#### **Payment Bond**

CONTRACTOR:

(Name, legal status and address)

Arctic Cooling & Heating, Inc.

321 Pitkin Ave.

Grand Junction, CO 81501

OWNER:

(Name, legal status and address)

City of Grand Junction, Colorado

250 North Fifth Street

Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date:

Amount: \$119,364.00

Description:

(Name and location)

HVAC Replacement IFB-5245-23-DD

Bond Number: 70634 SURETY:

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

American Southern Insurance Company

365 Northridge Rd., Ste. 250

Atlanta, GA 30350

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

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

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

BOND

Date:

(Not earlier than Construction Contract Date)

Amount:

\$119,364.00

Modifications to this Bond:

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY Company:

(Corporate Seal)

Arctic Cooling & Heating, Inc.

Signature:

Name

Signature:

ones Folk Name

Stefan E. Tauger, Attorney In Fact

and Title:

and Title:

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

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

**OWNER'S REPRESENTATIVE:** 

(Architect, Engineer or other party:)

American Southern Insurance Company

- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 18 Modifications to this bond are as follows:

(Space is provided below for additional CONTRACTOR AS PRINCIPAL	al signatures of added	d parties, other than SURETY	those appearing on the cover page.)						
Company:	(Corporate Seal)	Company:	(Corporate Seal)						
Signature:		Signature:							
Name and Title:		Name and Title:							
Address		Address							
CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.									

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
  - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

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

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim:
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

#### AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW

Suite 4-800

Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030

Atlanta, GA 31139-0030

#### **GENERAL POWER OF ATTORNEY**

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and

these presents to be signed by its President and attested by its Secretary this 13th day of \_\_\_\_April American Southern Insurance Company Melonie A. Coppola, Secretary Scott G. Thompson, President STATE OF GEORGIA SS: COUNTY OF FULTON day of April 2022, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and On this 13th say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization. Jonathan R. Bell NOTARY STATE OF GEORGIA Notary Public, State of Georgia PUBLIC Qualified in Cherokee County COUNTY OF FULTON Commission Expires March 12, 2025

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the \_\_\_\_\_day of \_\_\_\_\_\_.

John R. Huot Vice President

Bond # 70634

ARCTCOO-01

**MARIP** 

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/30/2023

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 fieu of such endorsement(s).								
PRODUCER		CONTACT NAME:						
Mountain West In & Fin Serv LLC		PHONE (A/C, No, Ext): (970) 824-8185	FAX (A/C, No): (970)	0) 824-8188				
100 E Victory Way Craig, CO 81625		E-MAIL ADDRESS:						
		INSURER(S) AFFORDING COVERAGE	NAIC#					
		INSURER A: Employer's Mutual Casualty C	21415					
INSURED		INSURER B:						
Arctic Cooling & He	eating Inc	INSURER C:						
321 Pitkin Ave	04504 7000	INSURER D :						
Grand Junction, CC	0 81501-7026	INSURER E :						
		INSURER F:						
COVERAGES	CERTIFICATE NUMBER: 1	REVISION N	JMBER:					
THIS IS TO CERTIFY THAT THE	POLICIES OF INSURANCE LISTED BELOW	HAVE BEEN ISSUED TO THE INSURED NAMED A	OVE FOR THE PO	LICY 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.

NSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	X	CLAIMS-MADE X OCCUR	х		4X56810	7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000 300,000
								MED EXP (Any one person)	\$	5,000 1,000,000
	GEN	V'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY GENERAL AGGREGATE	\$	2,000,00
		POLICY X PRO-						PRODUCTS - COMP/OP AGG	Ť	2,000,00
A	_	OTHER:						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
	Х	ANY AUTO OWNED SCHEDULED AUTOS ONLY AUTOS	X		4X56810	7/1/2022	7/1/2023	BODILY INJURY (Per person)  BODILY INJURY (Per accident)	\$	
		HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
Α	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ \$	1,000,00
		EXCESS LIAB CLAIMS-MADE			4X56810	7/1/2022	7/1/2023	AGGREGATE	\$	1,000,00
		DED X RETENTION \$ 10,000						PEP OTH-	\$	
	AND	RKERS COMPENSATION PROPRIETOR/PARTNER/EXECUTIVE  Y / N						PER STATUTE OTH-		
	OFFI (Man	ICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE	\$	
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		

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

RE: IFB-5245-23-DD

The City of Grand Junction and their officers and employees are named as additional insureds, including products/completed operations. Liability policies are primary and non-contributory

CERTIFICATE HOLDER	CANCELLATION					
City of Grand Junction 250 N 5th Street Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
Grand Junction, CO 6 130 1	AUTHORIZED REPRESENTATIVE					
	Mai Padgott					

MARIP

LOC #: 1



#### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

7.5511101111		
AGENCY Mountain West In & Fin Serv LLC		NAMED INSURED Arctic Cooling & Heating Inc 321 Pitkin Ave Grand Junction, CO 81501-7026
POLICY NUMBER SEE PAGE 1		Grand Junction, CO 81501-7026
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1
ADDITIONAL REMARKS	ODD FORM	
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO AC FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liabi		
FORM NUMBER: ACORD 23 FORM TITLE: Gertificate of Elaboration	inty insurance	
Excluded from workers compensation policy: Valarie	Loy	

ARCTCOO-01

MEGANRO



#### CERTIFICATE OF LIABILITY INSURANCE

7/3/2023

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).

tł	nis certificate does not confer rights to				ch end	lorsement(s)		require an endorsemen	A s	
PRODUCER			CONTACT Megan Ross PHONE (A/C, No, Ext): (970) 826-3465  FAX (A/C, No):							
Mountain West In & Fin Serv LLC 100 E Victory Way										
	ig, CO 81625				E-MAIL ADDRESS: meganr@mtnwst.com					
						INS	URER(S) AFFOI	RDING COVERAGE		NAIC#
					INSURE	RA: Selectiv	e Insuranc	ce Company of Americ	ca	12572
INSL	JRED				INSURE	RB:				
	Arctic Cooling & Heating Inc				INSURER C:					
	321 Pitkin Ave Grand Junction, CO 81501-70	126			INSURER D:					
	Grand Junction, CO 81301-70	J20			INSURER E :					
						RF:				
				NUMBER: 1				REVISION NUMBER:		
IN C E	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY RIERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	equi Per Poli	REMI TAIN, CIES.	ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF A	ANY CONTRAI Y THE POLIC REDUCED BY	CT OR OTHEF IES DESCRIE PAID CLAIMS	R DOCUMENT WITH RESPE BED HEREIN IS SUBJECT T	CT T	O WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	3	
Α	X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X		S250686800		7/1/2023	7/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	15,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	3,000,000
	POLICY X PRO- OTHER:							PRODUCTS - COMP/OP AGG	\$	3,000,000
Α	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
	X ANY AUTO			S250686800		7/1/2023	7/1/2024	BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS	X						BODILY INJURY (Per accident)	\$	
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	76755 51121								\$	
Α	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	1,000,000
	EXCESS LIAB CLAIMS-MADE			S250686800	:50686800		7/1/2024	AGGREGATE	\$	1,000,000
	DED X RETENTION\$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$	
	(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
RE: The	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL IFB-5245-23-DO City of Grand Junction and their officers ducts/completed operations, where requ	s and	d emp	oloyees are named as addi				·	nclud	ing
CF	RTIFICATE HOLDER				CANC	ELLATION				
OEKINIONIE NOEDEK							THE ABOVE D	ESCRIPED BOLICIES RE OF	NCE'	LED BEFORE
	City of Grand Junction 250 N 5th Street Grand Junction, CO 81501				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
	Grana Gandion, GG 01001			AUTHORIZED DEDDECENTATIVE						

ACORD 25 (2016/03)

# ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.** 

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

#### **COVERAGES** — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

**EXCLUSIONS** 

#### **Employer's Liability Amendment**

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. Employer's Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This exclusion also does not apply to any "temporary worker".

#### Non-Owned Aircraft, Auto or Watercraft

- A. Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced with the following:
  - (2) A watercraft you do not own that is:
    - (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
    - (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS.

B. The following is added to Exclusion g. Aircraft, Auto Or Watercraft under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:

This exclusion does not apply to:

(6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.

#### Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. Exclusions under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III** — **LIMITS OF INSURANCE.** 

- B. Paragraph 6. under SECTION III LIMITS OF INSURANCE is deleted in its entirety and replaced with the following:
  - 6. Subject to Paragraph 5. above, the most we will pay under COVERAGE A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.
- C. Paragraph a. of Definition 9. "Insured contract" under SECTION V — DEFINITIONS is deleted in its entirety and replaced with the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### **Electronic Data Liability**

- A. Exclusion p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced by the following:
  - p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to SECTION III — LIMITS OF INSURANCE:

Subject to **5.** above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

# SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

#### **Any Insured Amendment**

Exclusion a. Any Insured under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

#### a. Any Insured

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

#### **Product Amendment**

Exclusion f. Products-Completed Operations Hazard under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

#### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

# SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

#### **Expenses For Bail Bonds And Loss Of Earnings**

- A. Subparagraph 1.b. under SUPPLEMENTARY PAYMENTS COVERAGES A AND B is deleted in its entirety and replaced with the following:
  - b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- **B.** Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS COVERAGES A AND B** is deleted in its entirety and replaced with the following:
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

# SECTION II — WHO IS AN INSURED — Amendments Not-for-Profit Organization Members

The following paragraph is added to **SECTION II** — **WHO IS AN INSURED:** 

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

- 1. Your officials;
- 2. Your trustees:
- 3. Your members:
- 4. Your board members:
- 5. Your commission members;
- 6. Your agency members;
- 7. Your insurance managers;
- 8. Your elective or appointed officers; and
- 9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

#### **Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under SECTION II WHO IS AN INSURED does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under SECTION II WHO IS AN INSURED does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under SECTION II WHO IS AN INSURED does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. Employer's Liability under SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply.

#### **Newly Formed Or Acquired Organizations**

A. Subparagraph 3.a. under SECTION II — WHO IS AN INSURED is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, COVERAGE A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- B. The following paragraph is added to SECTION II
   WHO IS AN INSURED, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, Newly Formed or Acquired Organizations, the following is added to SECTION IV — COMMERCIAL GENERAL LIABILITY, Paragraph 4. Other Insurance, Subparagraph b. Excess Insurance:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

# Blanket Additional Insureds — As Required By Contract

- A. Subject to the Primary and Non-Contributory provision set forth in this endorsement, SECTION II

   WHO IS AN INSURED is amended to include as an additional insured:
  - 1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors
    - a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

**b.** Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above:

Such person or organization is an additional insured 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 of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.**, above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

#### 2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

#### a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

#### b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

#### c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

# d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

# e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
  - **(b)** The construction, erection or removal of elevators; or
  - **(c)** The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- **B.** The insurance coverge afforded to the additional insureds in this coverage extension:
  - Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
  - 2. Only applies to the extent permitted by law; and
  - Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III — Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the written contract, written agreement or written permit you have entered into with the additional insured; or

Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this extension shall not increase the applicable limits of insurance.

#### **Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II** — **WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- **b.** Any express warranty unauthorized by you;
- **c.** Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

#### **Incidental Malpractice**

Subparagraph 2.a.(1)(d) under SECTION II — WHO IS AN INSURED is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

# SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

#### Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- **3.** An "executive officer" or insurance manager, if you are a corporation;
- **4.** Your members, managers or insurance manager, if you are a limited liability company; or
- **5.** Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

#### **Primary and Non-Contributory Provision**

The following is added to Paragraph 4. Other Insurance, b. Excess Insurance under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. Representations under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

#### Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. Transfer of Rights Of Recovery Against Others To Us under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

- Waive any right of recovery against that person or organization; or
- **2.** Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
- **3.** Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

#### Liberalization

The following condition is added to **SECTION IV** — **COMMERCIAL GENERAL LIABILITY CONDITIONS:** 

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

## Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

## The following condition is added to **SECTION IV** – **COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

#### **SECTION V — DEFINITIONS**

#### Discrimination

(This provision does not apply in New York).

- **A.** The following is added to Definition **14.** "Personal and advertising injury":
  - "Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:
  - **1.** Not done by or at the direction of:
    - a. The insured; orb. Anyone considered an insured under SECTION II WHO IS AN INSURED;
  - Not done intentionally to cause harm to another person.
  - Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
  - Not arising out of any "advertisement" by the insured.
- B. The following definition is added to SECTION V DEFINITIONS:

"Discrimination" means:

**a.** Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- **b.** Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- **c.** Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

#### **Electronic Data**

The following definition is added to **SECTION V** — **DEFINITIONS**:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

- 17. "Property damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

#### **Employee Amendment**

Definition 5. "Employee" under SECTION V — DEFINITIONS is deleted in its entirety and replaced by the following:

**5.** "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

#### **Golfing Facility**

The following definition is added to **SECTION V** — **DEFINITIONS**:

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

#### **Mental Anguish Amendment**

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V** — **DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

#### **Not-for-profit Member**

The following definition is added to **SECTION V** — **DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

## Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 06 22

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

#### A. BLANKET ADDITIONAL INSUREDS

#### 1. Ongoing Operations

**SECTION II** — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- **b.** Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

#### 2. Completed Operations

**SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- **b.** Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

- **3.** The insurance afforded to the additional insureds in Paragraphs **1.** and **2.** above:
  - a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
  - Only applies to the extent permitted by law;
  - **c.** Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

#### 4. Exclusions

a. With respect to the insurance afforded to additional insureds under a. Ongoing Operations the following is added to 2. Exclusions under SECTION I — COVER-AGE A — BODILY INJURY AND PROP-ERTY DAMAGE LIABILITY:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" 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 site of the covered operations has been completed;
- (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.
- b. With respect to the insurance afforded to these additional insureds under a. Ongoing Operations and b. Completed Operations, the following is added to 2. Exclusions under SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAM-AGE LIABILITY:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any

professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

#### 5. Conditions

With respect to the insurance afforded to these additional insureds under a. Ongoing Operations and b. Completed Operations the following is added to Paragraph 4. Other Insurance, a. Primary Insurance under SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- **a.** The additional insured is a Named Insured under such other insurance; and
- **b.** You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- **6.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- **a.** Required by the written contract, written agreement or written permit you have entered into with the additional insured; or
- Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this provision shall not increase the applicable limits of insurance.

# B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

1. The following is added to Exclusion j. under SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

Paragraphs (4) and (5) of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

- **a.** Personal property, including keys, in the care, custody or control of an insured; and
- **b.** That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under **a.** and **b.** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under **a.** and **b.** above ends when we have used up the applicable sublimit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition 17. under SECTION V — DEFINITIONS:

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph 1.(a) above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

- C. OTHER INSURANCE AMENDMENT SUPPLE-MENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM
  - 1. The following is added to SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance b. Excess Insurance (1)(a):
    - (v) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.
  - The following is added to SECTION V DEFINITIONS:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

#### D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II** — **WHO IS AN INSURED** Paragraphs **2.a.** and **2.a.** (1) are replaced by the following:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. Employer's Liability under SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY does not apply.

#### E. CONTRACTUAL LIABILITY (RAILROADS)

**Definition 9.** under **SECTION V — DEFINITIONS** is amended as follows:

- **1.** Paragraph **c.** is deleted in its entirety and replaced by the following:
  - **c.** Any easement or license agreement;
- 2. Paragraph f.(1) is deleted in its entirety.

# F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion e. Contractual Liability under COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions is deleted in its entirety and replaced by the following:

#### e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement".

#### G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

#### H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.