



**Purchase Order
No. 2024-00000137**

DATE 03/04/2024

Ph. (970) 256-4048

Fax

Ship To City of Grand Junction
Facilities
333 West Ave Building B
Grand Junction, CO 81501

Bill To City of Grand Junction
Facilities
333 West Ave Building B
Grand Junction, CO 81501

Vendor **VENDOR NO. 1853**
Excel Fire Protection Services, Inc.
2314 Logos Drive
Grand Junction, CO 81505

PAGE 1 of 1
SHIP VIA
DELIVER BY
FREIGHT TERMS
Payment Terms: Net 30 Days
Buyer Name: Dolly Daniels
Buyer Email: dollyd@gjcity.org

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Su	CONTRACT SERVICES - Fire Alarm Systems 406-660.7430_07 - Contract Maintenance_Equipment 10,300.00	10,300.0000	\$10,300.00
1.0000	Lump Su	CONTRACT SERVICES - Inert Gas Systems 406-660.7430_07 - Contract Maintenance_Equipment 1,500.00	1,500.0000	\$1,500.00
1.0000	Lump Su	CONTRACT SERVICES - Kitchen Hood Systems 406-660.7430_07 - Contract Maintenance_Equipment 770.00	770.0000	\$770.00
1.0000	Lump Su	CONTRACT SERVICES - Fire Extinguishers 406-660.7430_07 - Contract Maintenance_Equipment 5,930.00	5,930.0000	\$5,930.00
PURCHASE ORDER TOTAL				\$18,500.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: Dolly f. Daniels



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **4th Day of March, 2024** by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Excel Fire Protection**, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner shall furnish all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Fire Protection Equipment and System Inspection Services RFQ-5377-24-DD: Category 1 Fire Alarms, Category 3 Inert Gas Systems, Category 4 Fire Extinguishers, and Category 5 Kitchen Hoods**.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. Solicitation Documents for the Project **Fire Protection Equipment and System Inspection Services RFQ-5377-24-DD**
- c. Owner's Terms and Conditions
- d. Contractor's Proposal
- e. Work Change Requests (directing that changed work be performed);
- f. Change Orders.

ARTICLE 2

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

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

ARTICLE 3

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

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, **the unit amounts shown in the table below for each item in each category.** If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Proposal. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Category 1 Fire Alarm Systems	Annual	3-Year	5-Year
City Hall	\$810.00	N/A	N/A
City Offices	\$425.00	N/A	N/A
GJ Childcare Center	\$425.00	N/A	N/A
Fire Administration	\$425.00	N/A	N/A
Fire Station One	\$510.00	N/A	N/A
Fire Station Two	\$510.00	N/A	N/A
Fire Station Three	\$510.00	N/A	N/A
Fire Station Four	\$510.00	N/A	N/A
Fire Station Five	\$595.00	N/A	N/A
Fire Station Six	\$510.00	N/A	N/A
Fire Station Eight	\$595.00	N/A	N/A
Public Safety Building - Primary System Public Safety Building - Dispatch Dry System	\$2,040.00	N/A	N/A

Las Colonias Amphitheater	\$325.00	N/A	N/A
Stadium	\$765.00	N/A	N/A
Rood Avenue Parking Garage	\$350.00	N/A	N/A
Orchard Mesa Pool	N/A	N/A	N/A
Tiara Rado Golf Clubhouse	\$400.00		

Category 3 Inert Gas Systems	Annual	3-Year	5-Year
City Hall Server Room (First Floor)	\$250.00	N/A	N/A
City Hall Server Room (Second Floor)	\$250.00	N/A	N/A
City Hall UPS Room	\$250.00	N/A	N/A
Public Safety Building Server Room	\$250.00	N/A	N/A
Public Safety Building Radio Room	\$250.00	N/A	N/A
Public Safety Building UPS Room	\$250.00	N/A	N/A

Category 4 Fire Extinguishers	Annual Inspection	6 Year Inspection	12 Year Hydro	Recharge	Replacement
2.5 LB ABC	\$9.00	\$30.00	\$45.00	21/\$30.38	\$67.00
5 LB ABC	\$9.00	\$35.00	\$50.00	26/\$44.75	\$97.00
10 LB ABC	\$9.00	\$40.00	\$65.00	31/\$38.50	\$135.00
20 LB ABC	\$9.00	\$50.00	\$75.00	41/\$116.00	\$255.00
2.5 LB Halotron	\$9.00	\$125.00	\$200.00	*Chem M.P.	\$390.00
5 LB Halotron	\$9.00	\$150.00	\$250.00	*Chem M.P.	\$593.00
5 LB CO2	\$9.00	N/A	5 YR	\$45.00	\$285.00
10 LB CO2	\$9.00	N/A	5 YR	\$50.00	\$432.00
15 LB CO2	\$9.00	N/A	5 YR	\$55.00	\$499.00
6 Liter Wet Chemical (K)	\$9.00	N/A	5 YR \$250.00	\$175.00	\$314.00
2.5 Gal. Water	\$9.00	N/A	\$110.00	\$25.00	\$345.00
Disposal Fee	\$8.00				

Category 5 Kitchen Hood	Annual	3-Year	5-Year
Lincoln Park Golf – 1 Tank	\$250.00	N/A	N/A
Stadium – 1 Tank	\$250.00	N/A	N/A
Tiara Rado Golf – 1 Tank	\$270.00	N/A	N/A

ARTICLE 5

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

ARTICLE 6

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

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

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr.
Duane Hoff Jr. Contract Administrator

 3/4/2024
Date

Excel Fire Protection

DocuSigned by:
By: Robin Seibold
Robin Seibold General Manager

 3/4/2024
Date



Purchasing Division

Request for Quote

RFQ-5377-24-DD

FIRE PROTECTION EQUIPMENT AND SYSTEM INSPECTION
SERVICES

Responses Due:

February 22, 2024, prior to 2:00 PM

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

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve the 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

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	Price Proposal/Quote Schedule Form
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	B: Fire Alarm Device Count
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1. Instructions to Quoters

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

- 1.1. **A.D.A Document Compliance Requirements:** All work documents, and/or Quote/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2. **Issuing Office:** This Request for Quotes (RFQ) is issued by the City of Grand Junction. All contact regarding this RFQ is to be directed in writing to:

Dolly Daniels; Senior Buyer
dollyd@gjcity.org
- 1.3. **Purpose:** The City of Grand Junction is soliciting competitive quotes from qualified and interested Contractors for all labor, equipment, and materials required to provide Fire Protection Equipment and System Inspections Service. Award will not be based on price alone, but pm the full Scope of Work offered.
- 1.4. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.5. **Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.6. **Submission:** **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website. (www.bidnetdirect.com/colorado).** ***This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals.*** (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at <https://co-grandjunction.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**).

Solicitation Opening Fire Protection Equipment and System Inspection Services

Feb 22, 2024, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/779020501>

You can also dial in using your phone.

Access Code: 779-020-501

United States: +1 (872) 240-3311

Join from a video-conferencing room or system.

Meeting ID: 779-020-501

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 779020501@67.217.95.2 or 67.217.95.2##779020501

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

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

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

The Quoter 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 Quote price shall be equal to the sum of all extended amount prices. When an item in the Price Quote Schedule provides a choice to be made by the Quoter, Quoter'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 Quote.

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

Quotes 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.

Quotes 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 Quoter's Quote shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Quote Form.

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

- 1.9. Exclusions:** No oral, telephonic, emailed, or facsimile Quote will be considered
- 1.10. Contract Documents:** The complete RFQ and Quoter's response compose the Contract Documents. Copies of Quote documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.11. Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Quote Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.12. Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.13. Examination of Specifications:** Quoters shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Quoter to receive or examine any form, addendum, or other document shall in no way relieve any Quoter from any obligation with respect to its Quote. The submission of a Quote shall be taken as evidence of compliance with this section. Prior to submitting a Quote, each Quoter shall, at a minimum:
- a. Examine the *Contract Documents* thoroughly;
 - b. Visit the site to familiarize with local conditions that may in any manner affect cost, progress, or performance of the Work;
 - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
 - d. Study and carefully correlate Quoter's observations with the *Contract Documents*, and;
 - e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Quoter access to the site to conduct such investigations and tests as each Quoter deems necessary for submission of a Quote. It shall be the Quoter'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 Quoter deems necessary to determine its Quote 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 Quoter shall be subject to prior approval of Owner and applicable agencies. Quoter 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 Quoter to execute an access agreement with the Owner prior to accessing the site.

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

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

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

- 1.14. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.
- 1.15. **Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> . The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.16. **Taxes:** The Owner is exempt from State retail and Federal tax. The Quote price must be net, exclusive of taxes.
- 1.17. **Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Quotes shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.18. **Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Quoter, upon request of the Purchasing Representative, agrees to an extension.
- 1.19. **Exceptions and Substitutions:** All Quotes meeting the intent of this RFQ shall be considered for award. A Contractor taking exception to the specifications does so at the Quoter's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Contractor must state any exception(s) in the section to which the exception(s) pertains. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Contractor has not taken exceptions, and if

awarded a Contract, shall hold the Contractor responsible to perform in strict accordance with the specifications or scope of the proposal and contract documents.

1.20. Collusion Clause: Each Contractor by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at its discretion, accept future proposals for the same service or commodities for participants in such collusion.

1.21. Disqualification of Quoters: A Quote 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.

Quoters may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project Quote upon and that it 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 a Quoter and Quote:

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

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

2. General Contract Conditions

2.1. The Contract: This Request for Quote submitted documents, and any negotiations, when properly accepted by the City, shall constitute a Contract equally binding between the City and Contractor. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.

2.2. The Work: The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner 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, Work and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and/or 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 Quote 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. 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 Quotes unless the Quoter submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Quotes. 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 Quoter 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 Quotes, such approval will be set forth in an Addendum. Quoters shall not rely upon approvals made in any other manner.
- 2.9. 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.
- 2.10. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the

expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of its defective Work.

- 2.11. 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.
- 2.12. 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.
- 2.13. 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.
- 2.14. 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 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.
- 2.15. Insurance:** The selected Quoter 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 Quoter pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Quoter shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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

- (a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.
- (b) General Liability insurance with minimum combined single limits of: FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per job aggregate.

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

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

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

With respect to each of Quoter's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the City and/or County, and the City's and/or County's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Quoter. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Quoter shall be solely responsible for any deductible losses under any policy required above.

2.16. 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 costs which may be obtained by and/or against the Owner arising out of or under the performance.

2.17. Miscellaneous Conditions: Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of Quote. It is the responsibility of the Quoter to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All Quoters agree and warrant that Work performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the Work does not conform to OSHA standards, the Owner may require the Work to be redone at no additional expense to the Owner.

- 2.18. 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 Quoter 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 Quote 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.
- 2.19. Progress & Completion:** The Contractor shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.20. 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.
- 2.21. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.22. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at 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.

- 2.23. 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.
- 2.24. 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 proceed 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.
- 2.25. 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.
- 2.26. 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.
- 2.27. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional Work thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the Work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the

payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.34. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.35. Assignment:** The Contractor shall not sell, assign, transfer or convey the Contract resulting from this RFQ, in whole or in part, without the prior written approval from the Owner.
- 2.36. Compliance with Laws:** Quotes must comply with all Federal, State, County and local laws governing the service 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 the Contract resulting from this Request for Quote.
- 2.39. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) 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 days past notification.
- 2.40. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor agrees to:
 - 2.40.1.** 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.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, it is said that the Contractor is an Equal Opportunity Employer.
 - 2.40.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.41. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ Worker(s) without authorization Work or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.43. Ethics:** The Contractor shall not accept or offer gifts or anything of value and/or 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 Work from other sources and hold the Contractor responsible for any and all costs resulting in the purchase of additional Work and materials 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 the Contractor with any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A Quote that includes terms and conditions that do not conform to the terms and conditions of this Request for Quote is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its Quote 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 Quote on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Quotes or irregularities of any kind which may tend to make the Quote incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Sub-Contractors used in the Quote preparation as may be required in the Solicitation Documents;
- g. Submission of a Quote 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 Quote with any other Quote or contract; and
- i. Failure to calculate Quote prices as described herein.

2.49. Evaluation of Quotes and Quoters: The Owner reserves the right to:

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

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 Quotes.

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

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

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

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

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

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

The Successful Quoter'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 Quote Guaranty. The award of Contract may then be made to the next qualified Quoter in the same manner as previously prescribed.

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

- 2.52. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Request for Quote.
- 2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.55. Venue:** Any agreement as a result of responding to this RFQ shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.56. Expenses:** Expenses incurred in preparation, submission, and presentation of this RFQ are the responsibility of the company and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.58. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado law prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.59. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Quote. The quantities furnished in this Quote document are only for the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

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

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

2.60.1. "Public project" is defined as:

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

3. Statement of Work

3.1 GENERAL: The City of Grand Junction is soliciting competitive quotes from qualified and interested companies for all labor, equipment, and materials required to provide Fire Protection Equipment and System Inspections Service for the City of Grand Junction Facilities Division. All dimensions and scope of Work should be verified by Offerors prior to submission of bids. It is understood that the awarded Contractor will not only test and inspect the City's equipment but will also perform any necessary repairs or maintenance. Award will not be based on price alone, but on full scope of Work offered in the quote.

3.2 PROJECT EXPECTATIONS AND INFORMATION:

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

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

Communication: For this process to be as smooth as possible it is imperative that good communication be maintained between the Facilities Division and the Contractor, as well

as between the Contractor and each of the area “contacts” as provided on the attached lists.

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

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

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

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

Fire Alarm/Sprinkler System Inspections and Testing:

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

Invoicing for completed services:

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

Each invoice should clearly state the following:

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

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

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

3.3 CONTRACTOR RESPONSIBILITIES:

- 3.3.1 The successful Contractor shall furnish all labor, any tools, equipment, materials and supplies to perform the Work as specified.
- 3.3.2 The successful Contractor shall provide all inspection reports and inventory records and shall supply them with each invoice submitted for payment. See Section 3.5.4 for more detail on invoices.
- 3.3.3 In order to maintain the City's current inspection schedules, the Inert Gas Systems semi-annual inspections shall occur during the months of July and January. The annual Fire System Inspections and Fire Extinguisher Inspections shall be completed between July 1st and August 31st.
- 3.3.4 Calls for Work on expended fire extinguishers are to be responses to within 3 business days.
- 3.3.5 The Contractor shall supply the City with a means of contacting them in an emergency (i.e., phone number(s), pager number(s), etc.).
- 3.3.6 The successful Contractor or its personnel shall not proceed with any work on City sites, facilities, or equipment without the prior approval of the Facilities Manager or its designee.
- 3.3.7 The job site shall be maintained in a clean, safe, and orderly condition at all times. It shall be the Contractor's responsibility to remove all debris, materials, and equipment from the job site upon completion of the work specified.
- 3.3.8 Any damage to City property as the result of negligence caused by the successful Contractor or its personnel shall be repaired at the Contractor's expense by a Contractor/Contractor approved by the City.
- 3.3.9 All fire extinguishers must be inspected on an annual basis. A copy of the current schedule is attached.
- 3.3.10 The fire extinguishers shall be inspected at each location on site. The inspection shall include placing a new tag on the equipment.
- 3.3.11 When fire extinguishers are removed to be serviced, they shall be returned to their original building and original location for inventory purposes. If an extinguisher has been removed from a fleet vehicle or equipment to be serviced, **a replacement must be immediately housed in the unit** until such time as the original one is returned. Under no circumstances will a vehicle or equipment be left without an extinguisher on board.
- 3.3.12 All extinguishers shall be filled to their proper amount and could be spot checked at any time during the Contract for verification.

- 3.3.13** Inspections shall take place during normal business hours. The scheduling shall be discussed with the Contractor and the Facilities Manager or its designee.
- 3.3.14** If the Contractor notices a code/compliance issue with one of the fire extinguishers, brackets, etc., the issue shall immediately be brought to the attention of the Facilities Manager or its designee. All brackets should have correct fitment according to the manufacturer's recommendation.
- 3.3.15** The Contractor shall be responsible for the recycling and/or disposal of obsolete fire extinguishers.
- 3.3.16** All work performed on fire extinguishers to be done in accordance with NRPA Chapter 10, or most current reference.
- 3.3.17** All work performed on overhead automatic fire extinguisher systems to be done in accordance with NRPA Chapter 96, or most current reference.

3.4 CITY RESPONSIBILITIES:

- 3.4.1** The City will assist the Contractor in scheduling and arranging access to the required facilities and equipment to render Work. The Contractor and its employees may be subject to background checks in order to access certain facilities. Fees for background checks shall be covered by the City.
- 3.4.2** For ease of pricing, inspection and servicing Fire Protection Systems have been divided into categories. Category 1 – Alarm Systems, Category 2 – Sprinkler Systems, Category 3 – Inert Gas Systems, Category 4 – Fire Extinguishers, Category 5 – Kitchen Hoods. Please refer to Section 4 Response Form for more detail.

3.5 SPECIAL CONDITIONS & PROVISIONS:

- 3.5.1 Pre-Bid Meeting:** No pre-bid meeting will be required for this Project.
- 3.5.2 Quantity:** This Request for Quote or subsequent Contract shall not guarantee minimum or maximum quantities. The City has attempted to provide the estimated quantity of fire extinguishers on hand in **Attachment A**. Fire Alarm Device quantities and locations for two of the buildings are found in **Attachment B**. The City reserves the right to add units and/or equipment to be inspected under this Contract at the same pricing and terms contained in the quote.
- 3.5.3 Price:** Fees for all Work and items shall be all-inclusive to include parts, delivery, labor, travel, and any other associated fees. Prices and fees shall remain firm for the entire Contract period. If the Contractor's cost or fees for items awarded are increased, the Contractor may apply to the Purchasing Agent for a Contract price review. No review shall be allowed prior to the end of the Contract anniversary date. The Purchasing Agent must be notified in writing thirty (30) days prior to any price increase effective date.

- 3.5.4 Invoicing:** Invoices must clearly show itemized list of parts, Work performed, and location. Invoices shall be submitted by building, site (such as park), or in the case of vehicles, by the similar group (i.e., solid waste vehicles, police vehicles, etc.). Invoices shall be submitted either via email to jimst@gjcity.org or by USPS mail to:
City of Grand Junction
Facilities Division
Attn: James Stavast
333 West Avenue Building B
Grand Junction, CO 81501
- 3.5.5 Project Manager:** The Project Manager for the Fire Protection Equipment and System Inspection Services is:
Jonathan Rose, Facilities Maintenance Technician
(970) 628-6004
jonathanr@gjcity.org
- 3.5.6 Contract Administrator:** The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. During Construction, Contract related inquiries, issues, and other communications shall be directed to:
Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org
- 3.5.7 Affirmative Action:** The Contractor is not required to submit a written Affirmative Action Program for the Project.
- 3.5.8 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.
- The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 3.5.9 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO. Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such Work.
- 3.5.10 Contract:** A binding Contract shall consist of: (1) the RFQ and any amendments thereto, (2) Additional Documents as stated in Section 1.10, (3) the Offeror’s response (bid) to the RFQ, (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 RFQ shall be incorporated into the Contract by reference.

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

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Offeror and the City

Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

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

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

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

3.6 Questions Regarding Scope of Work:

Dolly Daniels
dollyd@gjcity.org

3.7 Submittal of Quotes: The following documents shall be submitted with the Contractor's quote.

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

3.8 Attachments: Best if opened in Edge or Firefox. May need to refresh if prompted.

A: [Fire Extinguisher Quantities by Location](#)

B: [Fire Alarm Device Count](#)

C: [Fire Station 3, 6, 8 and Day Care Plans](#)

3.9 RFQ TENTATIVE TIME SCHEDULE:

Request for Quote available	February 1, 2024
Inquiry deadline, no questions after this date	February 12, 2024
Addendum Posted	February 14, 2024
Submittal deadline for proposals	February 20, 2024
Notice of Award & Contract execution	February 22, 2024
Insurance Certificate Due	February 28, 2024
Work Begins No Later Than	Receipt of Notice to Proceed

4. Contractor's Quote Form

Quote Date: _____

Project: RFQ-5377-24-DD "Fire Protection Equipment and System Inspection Services"

Quoting Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

The undersigned Quoter, in compliance with the Request for Quote, having examined the Instruction to Quoters, 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 Quote 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 Quoters, 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 this Quote 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 Quote proposal for the purpose of restricting competition.
- The individual signing this Quote proposal certifies it is a legal agent of the Quoter, authorized to represent the Quoter 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 Quote 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 Quoter to ensure all Addenda have been received and acknowledged. *By signing below*, the Undersigned agree to comply with all terms and conditions contained herein.

Company: _____

Authorized Signature: _____

Title: _____

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

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

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

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

Price Quote Schedule Fire Protection Equipment and System Inspection Services RFQ-5377-24-DD

Category 1: Fire Alarm Systems

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
City Hall	250 North 5th Street.	Annual			
Facilities	333 West Avenue Bldg B	Annual			
City Offices	910 Main Street	Annual			
GJ Child Care Center	545 25 ½ Road	Annual			
Fire Administration	625 Ute Avenue	Annual			
Fire Station One	620 Pitkin Avenue	Annual			
Fire Station Two	2827 Patterson	Annual			
Fire Station Three	580 25 ½ Road	Annual			
Fire Station Four	2884 B ½ Road	Annual			
Fire Station Five	2155 Broadway	Annual			
Fire Station Six	729 27 Road	Annual			
Fire Station Eight	441 31 Road	Annual			
Public Safety Building – Primary System	555 Ute Avenue	Annual			
Public Safety Building – Dispatch-Dry System	555 Ute Avenue	Annual			
Las Colonias Amphitheater	925 Struthers Ave.	Annual			
Stadium	12 th Street and North Ave.	Annual			
Rood Avenue Parking Garage	435 Rood Avenue	Annual			
Orchard Mesa Pool	2736 Unaweep Avenue	Annual			
Tiara Rado Golf Clubhouse	2057 South Broadway	Annual			

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

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
City Hall	250 North 5th Street.	Annual			
Facilities	333 West Avenue Bldg. B	Annual			
Fire Administration	625 Ute Avenue	Annual			
Fire Station One	620 Pitkin Avenue	Annual			
Fire Station Two	2827 Patterson	Annual			
Fire Station Three	580 25 ½ Road	Annual			
Fire Station Four	2884 B-1/2 Road	Annual			
Fire Station Five	2155 Broadway	Annual			
Fire Station Six	729 27 Road	Annual			
Fire Station Eight	441 31 Road	Annual			
Public Safety Building – Primary System	555 Ute Avenue	Annual			
Public Safety Building – Dispatch-Dry System	555 Ute Avenue	Annual			
Stadium	12 th Street and North Ave.	Annual			
Rood Avenue Parking Garage	435 Rood Avenue	Annual			

Category 3: Inert Gas systems

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

Category 4: Fire Extinguisher Price Sheet

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

Category 5: Kitchen Hood Price Sheet

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



Purchasing Division

ADDENDUM NO. 1

DATE: February 13, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Fire Protection Equipment and System Inspection Services RFQ-5377-24-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. Question:** **Section 1.13:** Is it the City's intention that if a bidder does not visit any one of the sites listed within the RFQ that the bidder's response will be thrown out and deemed unresponsive? Is a site survey required? How much advance notice is required to send someone out and have access to conduct surveys at the locations?

Answer: A site survey is not required.
- 2. Question:** **Section 3.9:** The RFQ Tentative schedule lists the submittal deadline for proposals as 2/20/24 which conflicts with the Responses Due date on the coversheet of the RFQ which states responses due 2/22/24 prior to 2:00 pm. Would the City please clarify which is the preferred response date for all bidders.

Answer: The submittal date for responses is February 22, 2024, prior to 2:00 PM.
- 3. Question:** **Section 2.25:** What would constitute "minor" changes in work? Would the City anticipate needing any inspection work done on locations not specifically listed in the provided documents?

Answer: The number of fire extinguishers may vary from what is shown. The City would not anticipate needing any inspection work done on buildings not listed in the provided documents.
- 4. Question:** **Pertaining to ease of access to perform inspections:** are there hindrances to inspectors being able to move quickly and efficiently (i.e.: secure locations requiring key card access, and/or having to wait on a maintenance professional to unlock doors), and if so, in what buildings?

Answer: For buildings that require badging, a facilities technician will escort/arrange access for the inspector.
- 5. Question:** Are there badging requirements for contracted professionals, as well as are background checks and/or drug screening required?

Answer: For buildings that require badging, a facilities technician will escort/arrange access for the inspector. Background checks/drug screening are not required if the inspector is escorted.

6. Question: Extinguishers: For vehicles – will the city coordinate having all the vehicles in their designated locations (i.e. Police Station) at the same time, or would we need to go to multiple locations to test extinguishers from the same groups of vehicles? **For Buildings** will the city coordinate having all extinguishers grouped in small area for inspection, or will inspectors have to track each down in each building location?

Answer: Vehicles will be serviced at each department's location. Some buildings will be grouped together, and others will not be.

7. Question: Sprinklers: Do you have previous fire sprinkler inspection reports identifying the size and type of system at each location noted as having a system?

Answer: Fire devise lists are provided on attachments "B". Building drawings for buildings that do not have a device list are provided on attachment "C" in the RFQ document.

8. Question: Inert Gas and Kitchen Hoods: Do you have previous inspection reports for these systems, or can you provide the type of system and size of system (and gallons) for each location?

Answer: Please see revised attachment.

The original solicitation for the project noted above is amended as noted. All other conditions of the subject remain the same.

Respectfully,



Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado

City of GJ - Inert Gas & Kitchen Hood Systems

Kitchen Hood Systems	Make	Model	Type	Size
Tiara Rado Golf Clubhouse	Ansul	R-102	Wet Chemical	3 gallon
Lincoln Park Golf Clubhouse	Ansul	R-102	Wet Chemical	3 gallon
Stocker Stadium	Ansul	R-102	Wet Chemical	3 gallon

Inert Gas Systems	Make	Model	Pressure	Weight
City Hall - 1st Floor Server Room	Kidde	Novec 1230	385	918
City Hall - 1st Floor UPS Room	Siemens	Sinorix 1230 CPY-70	365	93.4
City Hall - 2nd Floor Server Room	Siemens	Sinorix 1230 CPY-150	360	219
Public Safety - 1st Floor UPS Room	Siemens	Sinorix 1230 CPY-150	380	208
Public Safety - 2nd Floor Server Room	Siemens	Sinorix 1230 CPY-560	370	561
Public Safety - 2nd Floor Radio Room	Siemens	Sinorix 1230 CPY-250	375	324



NOTICE OF AWARD

Date: March 4, 2024
Company: Excel Fire Protection
Project: Fire Protection Equipment and System Inspection Services RFQ-5377-24-DD
(Category 1 Fire Alarms, Category 3 Inert Gas Systems, Category 4 Fire Extinguishers,
Category 5 Kitchen Hoods)

You have been awarded the City of Grand Junction Contract for 30 Road Overlay D Road to E Road for the unit prices as shown in the Contract.

Please notify Jonathan Rose, Project Manager at 970-256-4093 or jonathanr@gjcity.org for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the Contract Documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.
9F789E7D50F14BC...
Duane Hoff, Jr.: Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Excel Fire Protection
By: DocuSigned by:
Robin Seibold
CB3B8EBEF025478...
Title: General Manager
Date: 3/4/2024

4. Contractor's Quote Form

Quote Date: Feb. 22, 2024

Project: RFQ-5377-24-DD "Fire Protection Equipment and System Inspection Services"

Quoting Company: Excel Fire Protection

Name of Authorized Agent: Ramona Mitchell

Email ramonam@excelfire.com

Telephone 970-434-4803 Address 2314 Logos Dr.

City Grand Junction State CO Zip 81505

The undersigned Quoter, in compliance with the Request for Quote, having examined the Instruction to Quoters, 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 Quote 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 Quoters, 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 this Quote 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 Quote proposal for the purpose of restricting competition.
- The individual signing this Quote proposal certifies it is a legal signing agent of the Quoter, authorized to represent the Quoter 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 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 0 days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the Quote award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 3.

It is the responsibility of the Quoter 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: Excel Fire Protection

Authorized Signature: Ramona Mitchell

Title: Scheduler

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

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

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

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

Price Quote Schedule Fire Protection Equipment and System Inspection Services RFQ-5377-24-DD

Category 1: Fire Alarm Systems

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
City Hall	250 North 5th Street.	Annual	\$810-		
Facilities	333 West Avenue Bldg B	Annual	?		
City Offices	910 Main Street	Annual	425-		
GJ Child Care Center	545 25 ½ Road	Annual	?		
Fire Administration	625 Ute Avenue	Annual	425-		
Fire Station One	620 Pitkin Avenue	Annual	510-		
Fire Station Two	2827 Patterson	Annual	510-		
Fire Station Three	580 25 ½ Road	Annual	510-		
Fire Station Four	2884 B ½ Road	Annual	510-		
Fire Station Five	2155 Broadway	Annual	595-		
Fire Station Six	729 27 Road	Annual	510-		
Fire Station Eight	441 31 Road	Annual	595-		
Public Safety Building – Primary System	555 Ute Avenue	Annual	2040-		
Public Safety Building – Dispatch-Dry System	555 Ute Avenue	Annual			
Las Colonias Amphitheater	925 Struthers Ave.	Annual	325-		
Stadium	12 th Street and North Ave.	Annual	765-		
Rood Avenue Parking Garage	435 Rood Avenue	Annual	350-		
Orchard Mesa Pool	2736 Unaweep Avenue	Annual	—		
Tiara Rado Golf Clubhouse	2057 South Broadway	Annual	400-		

Facilities & child care - Need more info.

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

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
City Hall	250 North 5th Street.	Annual	745 -		
Facilities	333 West Avenue Bldg. B	Annual	325 -		
Fire Administration	625 Ute Avenue	Annual	325 -		
Fire Station One	620 Pitkin Avenue	Annual	325 -		
Fire Station Two	2827 Patterson	Annual	325 -		
Fire Station Three	580 25 ½ Road	Annual	325 -		
Fire Station Four	2884 B-1/2 Road	Annual	325 -		
Fire Station Five	2155 Broadway	Annual	325 -		
Fire Station Six	729 27 Road	Annual	325 -		
Fire Station Eight	441 31 Road	Annual	325 -		
Public Safety Building - Primary System	555 Ute Avenue	Annual	325 -		
Public Safety Building - Dispatch-Dry System	555 Ute Avenue	Annual	325 -		
Stadium	12 th Street and North Ave.	Annual	445 -		
Rood Avenue Parking Garage	435 Rood Avenue	Annual	445 -		

Las Colonias

445 -

Category 3: Inert Gas Systems

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

Category 4: Fire Extinguisher Price Sheet

Type	Annual Inspection	6 Year Inspection	12 Year Hydro Test	Re-Charge	Replacement
2.5 LB ABC	9	30	45	21/30.38	67
5 LB ABC	9	35	50	26/44.75	97
10 LB ABC	9	40	65	31/68.50	135
20 LB ABC	9	50	75	41/116	255
2.5 LB Halotron	9	125	200	* Chem M.P.	390
5 LB Halotron	9	150	250	* Chem M.P.	593
5 LB CO2	9	—	5yr	45	285
10 LB CO2	9	—		50	432
15 LB CO2	9	—		55	499
6 Liter Wet Chemical (K)	9	—	5yr 250	175	314
2.5 Gal. Water	9	—	110	25	345
Fire Extinguisher Disposal Fee				\$ 8.00	

* Chem. M.P. =

Category 5: Kitchen Hood Price Sheet

Location	Address	Inspection Frequency	Annual Per Inspection Fee	3-Year Per Inspection Fee	5-Year Per Inspection Fee
Lincoln Park Golf – 1 tank	800 Mantlo Circle	Annual	\$250		
Stadium – 1 tank	12 th Street and North Ave.	Annual	\$250		
Tiara Rado Golf – 1 tank	2057 South Broadway	Annual	\$270		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2024

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.

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.

Table with PRODUCER and INSURED information, including contact details for Sara Mendenhall and insurance providers like Lloyds of London Underwriters and Employers Mutual Companies.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Main table with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Includes sections A (Commercial General Liability), B (Automobile Liability), and C (Workers Compensation).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Grand Junction, its elected and appointed officials, employees and volunteers are an additional insured in regards to General Liability for ongoing and completed operations and Auto Liability.

CERTIFICATE HOLDER and CANCELLATION sections. Certificate holder: City of Grand Junction, Facilities Division. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>As required by written, and properly executed, contract prior to loss, if required by your written contract or written agreement with such Additional Insured, If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in SECTION IV - COMMERCIAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, subparagraph c. Method of Sharing.</p> <p>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.</p> <p>Additional Insureds shown in a written contract, or written agreement that includes primary and non-Contributory wording where required. All other terms and conditions remain unchanged.</p>	<p>As per written, and properly executed, contract prior to loss, if required by your agreement with such Additional Insured,</p>
<p>Information required to complete this Schedule if not shown above, will be shown in the Declarations.</p>	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance:**

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

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

whichever is less.

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

As required in a written contract, or written agreement. The inclusion of one or more Insured under the terms of this endorsement does not increase our limits of liability. All other terms and conditions remain unchanged.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ELITE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The BUSINESS AUTO COVERAGE FORM is amended to include the following clarifications and extensions of coverage. With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

Section I – Covered Autos Paragraph **C. Certain Trailers, Mobile Equipment, and Temporary Substitute Autos** is amended by adding the following:

If **Physical Damage Coverage** is provided by this coverage form for an "auto" you own, the **Physical Damage Coverages** provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of breakdown, repair, servicing, "loss" or destruction.

The coverage provided is the same as the coverage provided for the vehicle being replaced.

B. BLANKET ADDITIONAL INSUREDS

The **Who Is An Insured** provision under **Section II – Covered Autos Liability Coverage** is amended to include the following as an "insured":

1. Any person or organization whom you have agreed in a written contract or agreement to name as an additional "insured" under your "auto" Policy to provide "bodily injury" or "property damage" coverage, but only with respects to liability arising out of the use of a covered "auto" you own, hire or borrow and resulting from the acts or omissions by you, any of your "employees" or agents. The insurance afforded to such additional "insured" will not be broader than that which you are required to provide for such additional "insured" and applies only to a written contract executed prior to the "bodily injury" or "property damage" and is still in force at the time of the "accident".
2. With respect to the insurance afforded to the additional "insured" described above, the following is added to **Section – C. Limit Of Insurance Covered Autos Liability Coverage**:

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

- 1) Required by the written contract or agreement described above, or

- 2 Available under the applicable Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations; whichever is less.

C. EMPLOYEES AS INSUREDS

The following is added to the **Section II – Covered Autos Liability Coverage**, Paragraph **A.1. Who Is An Insured** provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. EMPLOYEE HIRED AUTOS

1. Changes In Covered Autos Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** in the Business Auto Coverage Form is amended by the addition of the following:

For Hired Auto Physical Damage Coverage any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any organization which you acquire or form after the effective date of this Policy in which you maintain ownership or majority interest. However:

- 1 Coverage under this provision is afforded only up to 180 days after you acquire or form the organization, or to the end of the Policy period, whichever is earlier.

F. SUBSIDIARIES AS INSUREDS

Section II – Covered Autos Liability Coverage, A.1. Who Is An Insured is amended by adding the following:

Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this Policy. However, "insured" does not include any subsidiary that is an "insured" under any other automobile liability Policy or was an "insured" under such a Policy but for termination of that Policy or the exhaustion of the Policy's limits of liability.

G. SUPPLEMENTARY PAYMENTS

Section II – Covered Autos Liability Coverage, A.2.a. Coverage Extensions, Supplementary Payments 2 and 4 are replaced by the following:

- 2 Up to \$5,000 for the cost of bail bonds including bonds for related traffic law violations required because of an "accident" we cover. We do not have to furnish these bonds.
- 4 All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

H. FELLOW EMPLOYEE COVERAGE

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by workers compensation exclusivity rule, or similar protection. The following provision is added:

Subparagraph 5. of Paragraph B. **Exclusions in Section II – Covered Autos Liability Coverage** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

I. TOWING AND LABOR

Section III – Physical Damage Coverage, A.2. Towing And Labor is replaced with the following:

We will pay for **Towing And Labor** costs incurred, subject to the following:

- a. Up to \$100 each time a covered "auto" that is a private passenger type is disabled; or
- b. Up to \$500 each time a covered "auto" other than the private passenger type is disabled.

However, the labor must be performed at the place of disablement.

J. LOCKSMITH SERVICES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside

a covered private passenger "auto". The deductible is waived for these services.

K. TRANSPORTATION EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions Subparagraph a. Transportation Expenses is replaced by the following:

- 1 We will pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Cause of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expirations, when the covered "auto" is returned to use or we pay for its "loss".
- 2 If the temporary transportation expenses you incur arise from your rental of an "auto" of the private passenger type, the most we will pay is the amount it costs to rent an "auto" of the private passenger type which is of the same like, kind and quality as the stolen covered "auto".

L. ELECTRONIC EQUIPMENT COVERAGE ADDED LIMITS

All electronic equipment that reproduces, receives or transmits audio, visual, or data signals in any one "loss" is \$5,000, in addition to the sublimit in Paragraph C.1.b. of the **Limits Of Insurance** provision under **Section III – Physical Damage Coverage**.

M. HIRED AUTO PHYSICAL DAMAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following: If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow is deemed to be a covered "auto" you own, subject to the following limit and deductible:

- 1 The most we will pay for loss to any leased, hired, rented or borrowed "auto" is the lesser of up to a limit of \$100,000, Actual Cash Value or Cost of Repair, minus the deductible.
- 2 The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
- 3 Subject to the above limit and deductible provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will pay up to \$1,000, in addition to the limit above, for **Loss Of Use** of a hired auto to a leasing or rental concern for a monetary loss

sustained, provided it results from an "accident" for which you are legally liable.

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

N. AUTO LOAN/LEASE GAP COVERAGE

Section III – Physical Damage Coverage Paragraph A.4. Coverage Extensions is amended by the addition of the following:

Autos of the private passenger, light or medium trucks that are loaned or leased for a period of six months or longer and which have been provided Physical Damage Coverage is a covered "auto" under this Policy for which a premium charge has been made for Comprehensive, Specified Cause of Loss, or Collision Coverage. We will pay any unpaid amount due up to a limit of \$10,000 on the lease or loan for a covered "auto", including up to a maximum of \$500 for early termination fees or penalties, on the lease or loan for a covered "auto", less:

1. The amount paid under the Policy's **Physical Damage Coverage**; and
2. Any:
 - a. Overdue or any deferred lease/loan payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

The insurance provided by this Auto Loan/Lease Gap Coverage is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

O. PERSONAL PROPERTY OF OTHERS

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for loss to Personal Property Of Others in or on your covered "auto" in the event of a covered "auto" loss.

No deductibles apply to this coverage.

P. PERSONAL EFFECTS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$500 for "loss" to your Personal Effects not otherwise covered in the Policy or, if you

are an individual, the Personal Effects of a family member, that is in the covered auto at the time of the "loss".

For the purposes of this extension Personal Effects means tangible property that is worn or carried by an insured including portable audio, visual, or electronic devices. Personal Effects does not include tools, jewelry, guns, money and securities, or musical instruments.

Q. EXTRA EXPENSE FOR STOLEN AUTO

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

We will pay up to \$1,000 for the expense incurred returning a stolen covered "auto" to you because of the total theft of such covered "auto". Coverage applies only to those covered "autos" for which you carry Comprehensive or Specified Causes Of Loss Coverage.

R. RENTAL REIMBURSEMENT EXPENSES

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. We will pay for **Rental Reimbursement Expenses** incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
3. We will pay only for those expenses incurred during the Policy period beginning 24 hours after the "loss" and ending, regardless of the Policy's expiration, with the lesser of the following number of days
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
 - b. 30 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. \$75 per day, subject to a \$2,250 limit.
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your **Rental Reimbursement Expenses** which is not already provided for under the **Physical Damage – Transportation Expense**

Coverage Extension included in this endorsement.

7. Coverage provided by this extension is excess over any other collectible insurance and/or endorsement to this Policy.

S. VEHICLE WRAPS COVERAGE

Section III – Physical Damage Coverage, A.4. Coverage Extensions is amended by adding the following:

1. This coverage applies only to a covered "auto" for which **Physical Damage Coverage** is provided on this Policy.
2. Vehicle wraps that are damaged are covered at the lessor of replacement cost or the original purchase cost of the vehicle wrap, whichever is less, up to \$2,000.

This coverage does not apply to wear and tear.

T. AIRBAG COVERAGE

Section III – Physical Damage Coverage, B.3.a. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this Policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

U. NEW VEHICLE REPLACEMENT COST

The following is added to Paragraph **C. Limit Of Insurance** of **Section III – Physical Damage Coverage**

In the event of a total "loss" to a covered "auto" you own of the private passenger type or vehicle having a gross vehicle weight of 20,000 pounds or less, to which this coverage applies, we will pay to replace such covered "auto", minus any applicable deductible shown in the Declarations, at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties.
- b. The purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment, or most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or their dealership.

We will not pay for initiation or set up costs associated with a loans or leases.

For the purposes of this coverage extension a new covered auto is defined as an "auto" of which you are the original owner that has not been previously titled which you purchased less than 180 days prior to the date of loss.

V. LOSS TO TWO OR MORE COVERED AUTOS FROM ONE ACCIDENT

Section III – Physical Damage Coverage, D. Deductible Subparagraph 2. is replaced by the following:

2. Regardless of the number of covered "autos" damaged or stolen the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or Mischief or Vandalism; or
- b. All Perils
- c. Collision

Will be equal to two times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive, Specified Causes of Loss or Collision Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

W. FULL GLASS COVERAGE

Section III – Physical Damage Coverage, D. Deductible is amended by the addition of the following:

If the Comprehensive Coverage applies to the covered "autos", no Comprehensive Coverage Deductible applies to the cost of repairing or replacing damaged glass on the covered "auto s".

X. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

Section III – Physical Damage D. Deductible is amended by adding the following:

Comprehensive Coverage Deductible shown in the Declaration will be reduced by 50% for any "loss" caused by theft of the vehicle when equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

Y. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

Section IV – Business Auto Conditions, A.2. Duties In The Event Of Accident, Claim, Suit Or Loss is amended by adding the following:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is satisfied if you send us the required notice as soon as practicable after your Insurance Administrator or anyone else designated by you to be responsible for insurance matters is notified, or in any manner made aware, of an "accident", claim, "suit" or "loss".

Z. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

Subparagraph 5. of Paragraph **A. Loss Conditions** of **Section IV – Business Auto Conditions** is deleted in its entirety and replaced with the following.

Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, we waive any right of recovery we may have against any person, or organization with whom you have a

written contract, agreement or permit executed prior to the "loss" that requires a waiver of recovery for payments made for damages arising out of your operations done under contract with such person or organization.

AA. PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance c. is replaced by the following:

This Coverage **Form's Covered Autos Liability Coverage** is primary to and will not seek contribution from any other insurance available to an "insured" under your Policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

However, coverage does not apply to any "auto" leased, hired, rented or borrowed in your Motor Carrier Operations and any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

AB. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Business Auto Conditions, B.2. Concealment, Misrepresentation, Or Fraud is amended by adding the following:

If you unintentionally fail to disclose any exposures existing at the inception date of this Policy, we will not deny coverage under this Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

AC. MENTAL ANGUISH

Section V – Definitions, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

AD. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.