



**Purchase Order**  
**No. 2024-00000604**

**DATE 11/14/2024**

**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. 10505**  
Commercial Roofing of Colorado  
ACH  
3201 W. Hampden Ave.  
Englewood, CO 80110  
Phone: (720) 573-4376

**PAGE 1 of 1**  
**SHIP VIA**  
**DELIVER BY**  
**FREIGHT TERMS** FOB Dest, Frght Prepaid Allow  
**Payment Terms: Net 30 Days**  
**Buyer Name:** Dolly Daniels  
**Buyer Email:** dollyd@gjcity.org

Award IFB-5529-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Sum	CONTRACT SERVICES - Roof Replacements – Multiple Locations 404-142.6770 - CIRSA Deductibles 83,301.36	83,301.3600	\$83,301.36
PURCHASE ORDER TOTAL				\$83,301.36

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

By: Dolly F. Daniels



## CHANGE ORDER

Number 2

Date: December 5, 2024  
 To: Up Top Roofing & Exteriors LLC dba Commercial Roofing of Colorado  
 From: City of Grand Junction, General Services Department  
 Project: **Roof Replacements – Multiple Locations IFB-5529-24-DD**  
 P.O.: **2024-00000604**

It is agreed to modify the Contract for the Project as follows:

Change Order #1 increases Up Top Roofing & Exteriors, LLC scope to include the removal and installation of shingles on an additional shed roof, as an extension of the existing scope of work for all other buildings.

### 134 West Ave – Riverside Preschool

- Remove and properly dispose of the double layer of shingles
- Clean all roofing debris created from the removal of the double layer of shingles

### Summary of Contract price adjustments:

Original Contract Amount	\$ 83,301.36
Approved Change Orders to Date	\$ 3,412.90
This Change Order	<u>\$ 1,900.00</u>
<b>Revise Contract Amount</b>	<b>\$ 88,614.26</b>

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: City of Grand Junction

Created by: Dolly Daniels 12/5/2024  
 Dolly Daniels, Senior Buyer

Approved by: Jim Stavast 12/5/2024  
 Jim Stavast, Facilities Supervisor

Approved by: Jay Valentine 12/10/2024  
 Jay Valentine, General Services Director

Contractor: Up Top Roofing & Exteriors, LLC dba Commercial Roofing of Colorado

Approved by: Nicholas Aragon 12/10/2024  
 Nicholas Aragon, President



**Commercial Roofing of Colorado**

**&**

**Up Top Roofing**

3201 W. Hampden Ave

Englewood CO 80110

Phone: (720) 573-4376 Main: (720)965-7627

[www.Uptoproofing.net](http://www.Uptoproofing.net)

---

**Customer:** City of Grand Junction  
**Address:** 134 West Ave.  
**City/State/Zip:** Grand Junction, CO 81507

**Contact:** Jonathan Rose  
**Phone:** (970) 256-4093  
**Email:** [Jonathanr@gjcity.org](mailto:Jonathanr@gjcity.org)

**Job Name:** City of Grand Junction

**Proposal Date:**  
December 5, 2024

---

## **CHANGE ORDER #2**

**134 West Ave, Grand Junction, CO 81501**

**Additional Layer of Shingles**





**Commercial Roofing of Colorado**

**&**

**Up Top Roofing**

3201 W. Hampden Ave

Englewood CO 80110

Phone: (720) 573-4376 Main: (720)965-7627

www.Uptoproofing.net

**Customer:** City of Grand Junction  
**Address:** 134 West Ave.  
**City/State/Zip:** Grand Junction, CO 81507

**Contact:** Jonathan Rose  
**Phone:** (970) 256-4093  
**Email:** Jonathanr@gjcity.org

**Job Name:** City of Grand Junction

**Proposal Date:**  
December 5, 2024

**CHANGE ORDER #2**

**Additional Layer of Shingles**

This change order request pertains to the removal and installation of an additional layer of shingles on the Riverside Preschool, as an extension of the existing scope of work for all other buildings.

Scope of work is as follows:

- Remove and properly dispose of the of the double layer of shingles
- Clean all roofing debris created from the removal of the double layer of shingles.

Change order pricing is as follows...

**TOTAL ADDED REPLACEMENT COST: \$1,900.00**

**NAME**

**PRINTED:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



**Additional layer of shingles**

**Riverside Preschool – 134 West Ave. Grand Junction, Co 81507**







## CHANGE ORDER

Number 1

Date: November 20, 2024  
 To: Up Top Roofing & Exteriors LLC dba Commercial Roofing of Colorado  
 From: City of Grand Junction, General Services Department  
 Project: **Roof Replacements – Multiple Locations IFB-5529-24-DD**  
 P.O.: **2024-00000604**

It is agreed to modify the Contract for the Project as follows:

Change Order #1 increases Up Top Roofing & Exteriors, LLC scope to include the removal and installation of shingles on an additional shed roof, as an extension of the existing scope of work for all other buildings.

- Remove and properly dispose of the existing roofing, felt paper, drip edge, and pipe jacks
- Provide and install new felt paper, drip edge, roof jacks, and Class 4 roofing shingles per manufacturer specifications.
- Clean all roofing debris created from the removal and installation of the newly installed shingle roofing system.

### Summary of Contract price adjustments:

Original Contract Amount	\$ 83,301.36
Approved Change Orders to Date	\$ 0.00
This Change Order	\$ <u>3,412.90</u>
<b>Revise Contract Amount</b>	<b>\$ 86,714.26</b>

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: City of Grand Junction

Created by: *Dolly Daniels* 11/20/2024

Dolly Daniels, Senior Buyer

Approved by: *Jim Stavast* 11/20/2024

Jim Stavast, Facilities Supervisor

Approved by: *Jay Valentine* 11/20/2024

Jay Valentine, General Services Director

Contractor: Up Top Roofing & Exteriors, LLC dba Commercial Roofing of Colorado

Signed by: Nicholas Aragon 11/25/2024  
Approved by: Nicholas Aragon, President





**Commercial Roofing of Colorado  
&**

**Up Top Roofing**

3201 W. Hampden Ave

Englewood CO 80110

Phone: (720) 573-4376 Main: (720)965-7627

[www.Uptoproofing.net](http://www.Uptoproofing.net)

---

Customer: City of Grand Junction  
Address: 333 West Ave  
City/State/Zip: Grand Junction, CO 81501

Contact: Jonathan Rose  
Phone: (970) 256-4093  
Email: [Jonathanr@gjcity.org](mailto:Jonathanr@gjcity.org)

Job Name: City of Grand Junction

**Proposal Date:**  
November 14, 2024

---

**CHANGE ORDER #1**

**333 West Ave, Grand Junction, CO 81501**

**Added Shed Roof**



**Commercial Roofing of Colorado  
&**

**Up Top Roofing**

3201 W. Hampden Ave

Englewood CO 80110

Phone: (720) 573-4376 Main: (720)965-7627

www.Uptoproofing.net

Customer: City of Grand Junction  
Address: 333 West Ave  
City/State/Zip: Grand Junction, CO 81501

Contact: Jonathan Rose  
Phone: (970) 256-4093  
Email: Jonathanr@gjcity.org

Job Name: City of Grand Junction

**Proposal Date:**  
November 14, 2024

**CHANGE ORDER #1**

**Added Shed Roof**

This change order request pertains to the removal and installation of shingles on an additional shed roof, as an extension of the existing scope of work for all other buildings.

Scope of work is as follows:

- Remove and properly dispose of the existing roofing, felt paper, drip edge, and pipe jacks.
- Provide and install new felt paper, drip edge, roof jacks, and class – 4 roofing shingles per manufacturer specifications
- Clean all roofing debris created from the removal and installation of the newly installed shingle roofing system.

Change order pricing is as follows...

**TOTAL ADDED REPLACEMENT COST: \$3,412.90**

**NAME**

**PRINTED:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



## NOTICE TO PROCEED

Date: November 20, 2024

Contractor: Up Top Roofing & Exteriors LLC dba Commercial Roofing of Colorado

Project: Roof Replacements Multiple Locations IFB-5529-24-DD

In accordance with the Contract dated November 14, 2024, the Contractor is hereby notified to begin work on the Project on or before December 6, 2024.

The date of final completion is as stated in the solicitation documents.

### CITY OF GRAND JUNCTION, COLORADO

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

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Up Top Roofing & Exteriors

By:

Signed by:

A handwritten signature in blue ink that reads "Nicholas Aragon".

Print Name:

Nicholas Aragon

Title:

President

Date:

11/22/2024





CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this **14th day of November 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 **Up Top Roofing & Exteriors LLC dba Commercial Roofing of Colorado** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Roof Replacements Multiple Locations (IFB-5529-24-DD)**.

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

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

**ARTICLE 1**

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Solicitation Documents for the Project including Addendum; **Roof Replacements Multiple Locations (IFB-5529-24-DD)**
- Notice of Award
- Contractor's Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.



## ARTICLE 2

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

## ARTICLE 3

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

## ARTICLE 4

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

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, inclusive of the .05% prompt payment discount if invoices are paid within 14 days: **the sum of Eighty-Three Thousand, Three Hundred, One and 36/100 Dollars (\$83,301.36).**

If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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



Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. Thirty (30) days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a Sub-Contractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

#### ARTICLE 6

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

#### ARTICLE 7

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

#### ARTICLE 8

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

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



The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr., Contract Administrator - City of Grand Junction 11/15/2024  
Duane Hoff Jr. Contracts Administrator Date

**Up Top Roofing & Exteriors, LLC dba Commercial Roofing of Colorado**

Signed by:  
By: Nicholas Aragon 11/15/2024  
Nicholas Aragon, President Date



Purchasing Division

## **Invitation for Bid**

IFB-5529-24-DD

### **Roof Replacements – Multiple Locations**

#### **Responses Due:**

November 12, 2024, Prior to 3:00 PM

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

(Purchasing Representative does not have [REDACTED] 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@cityofgj.org](mailto:dollyd@cityofgj.org)

970-256-4048

## **Invitation for Bids**

### **Table of Contents**

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

### **Attachments**

2023 IBHS Roof Shingle Hail Impact Ratings  
333 West Ave. Roof dimensions  
134 West Ave. Roof dimensions  
2063 S. Broadway Roof dimensions  
Shadow Lake Pump Station Roof Pictures



## 1. Administrative Information & Conditions for Submittal

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

- 1.1 **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2 **Required Review:** The Bidder is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Invitation for Bids (IFB).
- 1.3 **Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:  
  
Dolly Daniels; Senior Buyer  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)  
  
With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.
- 1.4 **Non-Mandatory Pre-Bid Site Visit:** Prospective Bidders are encouraged to attend a non-mandatory pre-bid site meeting. **The meeting will begin at 333 West Ave., Building C on Thursday, October 24, 2024, at 10:00 AM.** The purpose of this meeting will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.5 **Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for replacing the roof damaged by hailstorms on multiple structures as described in Section 3.3. All dimensions and scope of work should be verified by Contractors prior to submission of bids.



- 1.6 **The Owner:** The City is the "Owner" which will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this Solicitation.
- 1.7 **Compliance:** All Bidders, by submitting a bid, agree to comply with all conditions, requirements, and instructions of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to clear understanding of the requirements, or should it appear that various instructions are in conflict, the Bidder(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.8 **Controlling Authority:** The 2024 version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) applies to this Solicitation.
- 1.9 **Submission:** **Each Bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website.** **([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)).** **This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of Bids.** **(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).

**Bid Opening Roof Replacements - Multiple Locations IFB-5529-24-DD**  
**Nov 12, 2024, 3:00 – 3:30 PM (America/Denver)**

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

<https://meet.goto.com/699137013>

You can also dial in using your phone.

Access Code: 699-137-013

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

Join from a video-conferencing room or system.

Meeting ID: 699-137-013

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 699137013@67.217.95.2 or 67.217.95.2##699137013

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

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

- 1.10. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or Bid is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or Bid(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.11. **Public Disclosure Record:** If the Bidder knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals



are required to file a "Public Disclosure Record", and/or a statement of financial interest, before conducting business with the Owner.

- 1.12. **Collusion Clause:** Each Bidder, by submitting a Bid, certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any Bid(s) found to have evidence or reasonable belief of collusion among the Bidders will be rejected. The Owner reserves the right, at its discretion, to accept future Bids for the same service(s) or work from participants identified in such collusion.
- 1.13. **Gratuities:** The Bidder shall certify and agree that no gratuities or kickbacks were or will be paid in connection with this Bid and/or an award of a Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of a Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 1.14. **Ethics:** No Bidder shall accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 1.15. **Altering Bids:** Any alterations made before the opening date and time must be initiated by the Bidder. Bids may not be altered or amended after the submission deadline.
- 1.16. **Multiple Offers:** If a Bidder submits more than one Bid, THE ALTERNATE BID must be marked "ALTERNATE BID." The Owner reserves the right to make the award in the best interest of the Owner.
- 1.17. **Withdraw of Bids:** A Bid must be firm and valid for award and may not be withdrawn or canceled by the Bidder for sixty (60) days following the submittal deadline date, and only before award. Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Agent, agrees to an extension.
- 1.18. **Exclusions:** No oral, telephone, email, or facsimile Bid will be considered.
- 1.19. **Contract Documents:** The Contract Documents consist of the complete solicitation and the Bidder's response. Solicitation documents are available on the City Purchasing website under, [Purchasing Bids](#).
- 1.20. **Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services/Work and Specifications must be submitted in writing via email to the Purchasing Agent by the inquiry deadline. Questions submitted after the deadline may not receive a response.
- 1.21. **Acceptance of Bid Content:** The Bid selected by the Owner, if any, shall become a part of the Contract Documents. Failure of the successful Bidder to accept the obligations in the Contract may result in cancellation of the award and such Bidder may be removed from future solicitations. When a Contract is executed by and between the Bidder and the City, the Bidder may be referred to as the "Agency," "Consultant," "Contractor," or "Firm."
- 1.22. **Addendum:** Official response to questions, interpretations, corrections, and changes to this solicitation or extensions to the opening/receipt date will be made by the Purchasing



Agent by a written Addendum to the solicitation. The sole authority to authorize addenda shall be vested in the Purchasing Division. Addenda will be issued electronically through BidNet Direct Rocky Mountain E-Purchasing System website at <https://www.bidnetdirect.com/colorado/city-of-grand- Junction>. A Bidder(s) must acknowledge receipt of all addenda in the Bid(s).

- 1.23. **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.
- 1.24. **Exceptions and Substitutions:** All Bids meeting the intent of this IFB will be considered for the award. A Bidder that takes exception to the specifications does so at the Bidder's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Bidder must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Bidder has not taken exception(s), and if awarded a Contract, shall hold the Bidder responsible for performing in strict accordance with the Contract Documents.
- 1.25. **Confidential Material:** All materials submitted in response to this IFB shall ultimately become public record and shall be subject to inspection after the Contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information identified with the words **"Confidential Disclosure"** and uploaded as a separate document may establish the information as confidential or proprietary. **Any material the Bidder(s) intends to be treated as confidential or proprietary must include a written explanation for the request. Consistent with the Colorado Open Records Act (CORA), the request shall be reviewed and decided by the Owner. If denied, the Bidder will have the opportunity to withdraw its Bid or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire Bid may be claimed as confidential or proprietary.**
- 1.26. **Response Material Ownership:** All Bids become the property of the Owner upon receipt and may only be returned to the Bidder at the Owner's option. Selection or rejection of the Bid shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any Bid received in response to this IFB, subject to limitations in the materials marked as **"Confidential Material."** Disqualification of a Bid does not eliminate the City's right.
- 1.27. **Minimal Standards for Responsible Prospective Bidders:** The Bidder must affirmatively demonstrate its responsibility. To meet the minimum requirements, a prospective Bidder:
  - Demonstrate the ability to adhere to the project schedule.



- Have a satisfactory record of performance of projects of similar scope and size.
- Maintain a satisfactory record of integrity and ethical conduct.
- Be qualified and eligible, based upon evaluation criteria, to receive an award and enter into a Contract with the Owner.
- Ensure that its/his/her Bid(s) comply with the requirements provided in the "Preparation and Submittal of Bids."

**1.28. Disqualification of a Bidder:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, corporation, or entity 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 otherwise deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence demonstrating its responsibility, practical knowledge of the Project it is proposing, and possession of the necessary financial and other resources to complete the proposed Service/Work.

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

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

**1.29. Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

**1.30. Sales and Use Taxes:** The Firm and all subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Bids shall reflect the removal of sales and use tax on materials, fixtures, and equipment.

**1.31. Federal Taxpayer Identification Certificate:** Successful Bidder(s) new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.

**1.32. Public Opening:** The opening of the Bid(s) shall be conducted publicly in a virtual meeting following the Bid deadline. Bidders, representatives, and interested people may be present. Bids shall be received and acknowledged to maintain transparency in the process. As per the nature of an IFB, only the company name(s) and the business location of the proposing Bidder(s) will be disclosed.

**1.33. Modification and Withdrawal of Bids Before Opening** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.



- 1.34. Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and should give the amounts both in words and in figures and must be signed and acknowledged by the Bidder.

The Bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Bidder, Bidder's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid. All blank spaces in the Price Bid Schedule must be properly filled out.

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

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

All names must be typed or printed below the signature.

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

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

- 1.35. Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", **Plans, Specifications and other Bid Documents** are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.

- 1.36. Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.

- 1.37 Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Bidder shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly.
- b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work;



- c. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
- d. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Bidder with access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Bidder'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 Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

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

- 2.1 **The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. **The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.
- 2.4. **The Owner:** The Owner is the City of Grand Junction, Colorado (City) 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 the Owner's 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 Contract 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, Specifications and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. **Sub-Contractors:** A Sub-Contractor is a person or organization who has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.
- 2.7. **Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the Work as may be designated in the Bid 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 Bid without forfeiture of Bid 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 Bid or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.



- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Bidder submits a written request for approval to the Purchasing Agent at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Bidder shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other Contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.
- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents



are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.

- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-contractors, its agents and employees, and all other persons performing any of the Work under a Contract with the Contractor.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the Project, as well as all its tools, construction equipment, machinery, and surplus materials.
- 2.16. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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

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

(b) General Liability insurance with minimum limits of:

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

The policy shall be applicable to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include



coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests' provision.

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

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

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

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

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

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

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

**2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, any Contract which may result from Bid award. Contractor shall pay any judgment with cost which may be obtained by and/or against the Owner growing out of or under the performance.

**2.18. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the Bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

**2.19. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City with its ability to complete the Work within the Contract time set forth in the Contract Documents. The Contract time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of



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

- 2.20. Progress & Completion:** The Contractor shall begin the Work on the Commencement Date as noted on the Notice to Proceed and perform the Work expeditiously with adequate forces to complete the Work within the Contract time/by the completion date.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of **a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado and made payable without condition to the City; or a Bid Bond written by an approved corporate surety in favor of the City.** The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the successful Bidder has ten (10) calendar days to enter into a Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages. Each Bidder shall guarantee its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.
- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract as security for the faithful performance **and payment of all Contractor's obligations under the Contract Documents.** The bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds as required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct **business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department.** All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.



- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until completion of the entire Contract. The amount to be retained from partial payments will be five (5%) percent of the value of the completed Work, and not greater than five (5%) percent of the amount of the Contract. When the retainage has reached five (5%) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the successful Bidder fail or refuse to enter into the Contract within ten (10) Calendar days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the successful Bidder of **all claims arising from the City's issuance** of the Notice of Award and the successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

If the Contractor fails to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's



Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due to the Contractor.

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

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

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

**2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or properties or to protect it from damage, injury, or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

**2.29. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by a Change Order and shall be executed under the applicable conditions of the Contract Documents. A Change Order is a written



order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.

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



- 2.36 Compliance with Laws:** Bids must comply with all Federal, State, County, and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law.
- 2.37 Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the Work to be done or information that comes to the attention of the Contractor during the course of performing such Work is to be kept strictly confidential.
- 2.38 Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from this Invitation for Bid.
- 2.39 Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- 2.40 Employment Discrimination:** During the performance of any Work, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.40.2** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
  - 2.40.3** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.41 Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions **Section 9 "Affirmative Action/EEO"**.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 2.43. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in



additional Work, materials and/or administration services necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.

- 2.44. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.45. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.
- 2.46. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contractor 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.
- 2.47. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its Bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

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



- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or Contract; and
- i. Failure to calculate Bid prices as described herein.

**2.48. Evaluation of Bids and Bidders:** The Owner reserves the right to:

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

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

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

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

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

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



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

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

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

- 2.49. Award of Contract:** Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

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

- 2.50. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.51. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.52. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Invitation for Bid.
- 2.53. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.54. Governing Law:** The Contract and/or any agreement(s) as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under this Solicitation and/or Contract shall be in District Court 21<sup>st</sup> Judicial District, Mesa County, Colorado.



- 2.55. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Invitation for Bid are the responsibility of the Bidder and cannot be charged to the Owner.
- 2.56. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, governmental immunity. See 24-10-101 C.R.S *et seq.*
- 2.57. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract will be subject to and provide a non-appropriation of funds clause under Colorado law.
- 2.58. Cooperative Purchasing/Piggyback:** Purchases as a result of this Solicitation are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Bidder and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricing established in this Bid. The quantities furnished in this Bid document are only for the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on Owner's solicitation. Orders placed by participating jurisdictions under the terms of this Solicitation will indicate its specific delivery and invoicing instructions.
- 2.59. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

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

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement



- suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects.
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal money.

## **2.60. Definitions:**

**2.60.1 "Agency," "Consultant," "Contractor," or "Firm" is the individual, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Agency, Consultant, Contractor, Firm, or its authorized representative(s).**

**2.60.2 "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.**

**2.60.3 "Contract Sum" is the total amount payable, as specified in the Contract Documents, that the City agrees to pay the Firm/Contractor for the full and satisfactory completion of the Services/Work, including all materials, labor, equipment, services, and any other obligation required under the Contract Documents. The Contract Sum may be established as a Fixed Lump Sum, Guaranteed Maximum Price (GMP), or a Not-to-Exceed amount, depending on the terms outlined in the Contract Documents. Any adjustment to the Contract Sum shall be made only following the provisions of the Contract Documents and must be duly authorized by the Parties.**

**2.60.4 "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Firm as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.**

**2.60.5 "Key Personnel" designates the crucial individual(s) from the Agency or Firm essential for the successful execution and completion of the Services. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.**

**2.60.6 "Proposer" refers to the person(s) legally authorized by the Agency or Firm to make an offer and/or submit a response fee proposal in response to the IFB.**

**2.60.7 "Project" or "Work" refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.**

**2.60.8 "Services" includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.**

**2.60.9 "Subcontractor" is a person(s) or organization that has a direct contract with the Agency to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.**



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

**3.1 GENERAL:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for replacing the roof damaged by hailstorms on multiple structures as described in Section 3.3. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

**3.2 SPECIAL CONDITIONS AND PROVISIONS:**

**3.2.1 Non-Mandatory Pre-Bid Site Visit:** Prospective Bidders are encouraged to attend a non-mandatory pre-bid site meeting. **The meeting will begin at 333 West Ave., Building C on Thursday, October 24, 2024, at 10:00 AM.** The purpose of this meeting will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

**3.2.2 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:**

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

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

City of Grand Junction  
General Services Department, Facilities  
Attn: Jim Stavast  
333 West Avenue Building C  
Grand Junction, CO 81501  
[jimst@gjcity.org](mailto:jimst@gjcity.org)

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

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

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

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



**3.2.6 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO. Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

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

- A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.
- B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The Bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

**3.2.8 Time of Completion:** The scheduled time of completion for the Project is December 31, 2024, from the starting date specified in the Notice to Proceed. Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

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

The City's standard working hours are 7:00 AM to 5:00 PM, Monday through Friday.

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

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

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

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



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

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

**3.2.16 Work to be Performed by the City (Prior to Construction):**

None

### **3.3 SCOPE OF WORK:**

#### **3.3.1 General:**

- Remove and properly dispose of the existing roofing, felt paper, drip edge, and pipe jacks.
- Provide and install new felt paper, drip edge, roof jacks, and Class 4 SBS (Styrene-Butadiene-Styrene) polymer-modified asphalt shingles at all locations. (See attachment with examples of Class 4 rated shingles.)
- The Riverside Preschool building (only) shall have ice and water barriers installed around the perimeter.
- Contractor shall field verify all measurements before starting work.
- Dimensions shown below were provided by the insurance adjustor.
- Contractor to coordinate roof replacement work with the directors at the Riverside Preschool and Tiara Rado Driving Range locations.

#### **3.3.2 Locations:**

##### **Facilities Storage Shed:**

Address: 333 West Ave.

Existing Roof: Three-tab composition shingles

157.72 Surface Area

50.64 Total Perimeter Length

1.58 Number of Squares

14.25 Total Ridge Length

##### **Clarifier Shed:**

Address: 333 West Ave.

Existing Roof: Three-tab composition shingles

103.01 Surface Area

41.39 Total Perimeter Length

1.03 Number of Squares

8.33 Total Ridge Length

##### **Transportation Engineering 'Barn' Shed:**

Address: 333 West Ave.

Existing Roof: Three-tab composition shingles

257.30 Surface Area



64.17 Total Perimeter Length  
2.57 Number of Squares  
48.75 Total Ridge Length

**Transportation Engineering Large Shed 1:**

Address: 333 West Ave.  
Existing Roof: Three-tab composition shingles  
579.57 Surface Area  
99.66 Total Perimeter Length  
5.80 Number of Squares  
31.33 Total Ridge Length

**Transportation Engineering Large Shed 2:**

Address: 333 West Ave.  
Existing Roof: Three-tab composition shingles  
579.57 Surface Area  
99.66 Total Perimeter Length  
5.80 Number of Squares  
31.33 Total Ridge Length

**Riverside Preschool**

Address: 134 West Ave.  
Existing Roof: Three-tab composition shingles  
1575.22 Surface Area  
165.03 Total Perimeter Length  
101.25 Total Hip Length  
15.75 Number of Squares  
25.38 Total Ridge Length

**Tiara Rado Golf Driving Range Restrooms**

Address: 2063 S. Broadway  
Existing Roof: Three-tab composition shingles  
1181.27 Surface Area  
131.00 Total Perimeter Length  
86.25 Total Hip Length  
11.81 Number of Squares  
8.00 Total Ridge Length

**Shadow Lake Pump Station**

Address: 372 Ridges Boulevard  
Existing roof: wood shake shingles  
4,819.60 Surface Area  
48.20 Number of Squares  
730.15 Total Perimeter Length  
228.12 Total Ridge Length  
187.50 Total Hip Length

- 3.4 Contractor Bid Documents:** For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's bid response. However, should a



form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.

- Contractor's Bld Form
- Price Bid Schedule

**3.5 Attachments: (Click on Links for Access) Note: Best if opened in Edge. May need to refresh when prompted.**

**Attachments:**

2023 IBHS Roof Shingle Hail Impact Ratings  
 333 West Ave. Roof dimensions  
 134 West Ave. Roof dimensions  
 2063 S. Broadway Roof dimensions  
 Shadow Lake Pump Station Roof Pictures

**3.6 IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available on	October 14, 2024
Non-Mandatory Pre-Bid Site Visit	October 24, 2024, 10:00 AM
Inquiry deadline, no questions after this date	October 31, 2024
Addendum Posted	November 4, 2024
Submittal deadline for Bids	November 12, 2024, 3:00 PM
Notice of Award & Contract Execution	November 14, 2024
Preconstruction Meeting	TBD
Bonding & Insurance Cert due	November 20, 2024
Notice To Proceed	November 21, 2024
Final Completion	December 31, 2024
Holidays:	
Veteran's Day	November 11, 2024
Thanksgiving	November 28-29, 2024
Christmas Day	December 25, 2024
New Year's Day	January 1, 2025
Martin Luther King Day	January 20, 2025



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

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

Project: IFB-5529-24-DD "Roof Replacements – Multiple Locations"

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

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

Email: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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

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

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

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

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

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

State number of Addenda received: \_\_\_\_\_

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

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

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

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

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



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

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

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

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



## Price Bid Schedule

### Roof Replacements – Multiple Locations IFB-5529-24-DD

**Provide labor and materials to complete the Roof Replacements per the Scope of Work as stated in Section 3.3.**

Description	Lump Sum Pricing
Facilities Storage Shed 333 West Ave	\$ _____
Clarifier Shed 333 West Ave	\$ _____
Transportation Engineering Barn Shed 333 West Ave	\$ _____
Transportation Engineering Large Shed #1 333 West Ave	\$ _____
Transportation Engineering Large Shed #2 333 West Ave	\$ _____
Riverside Preschool 134 West Ave	\$ _____
Tiara Rado Golf Driving Range Restrooms 2063 S Broadway	\$ _____
Shadow Lake Pump Station 372 Ridges Blvd	\$ _____
<b>Total All Facilities</b>	\$ _____

**Total All Facilities**

\$ \_\_\_\_\_

Total Written Amount All Facilities

\_\_\_\_\_ Dollars.

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

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

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

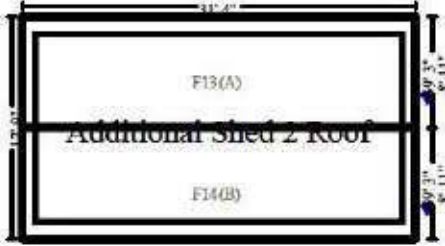
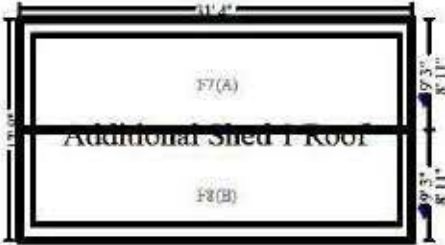
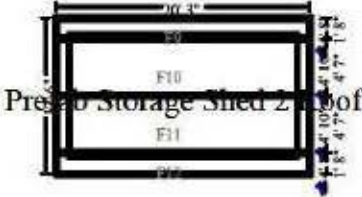


## ROOF SHINGLE HAIL IMPACT RATINGS

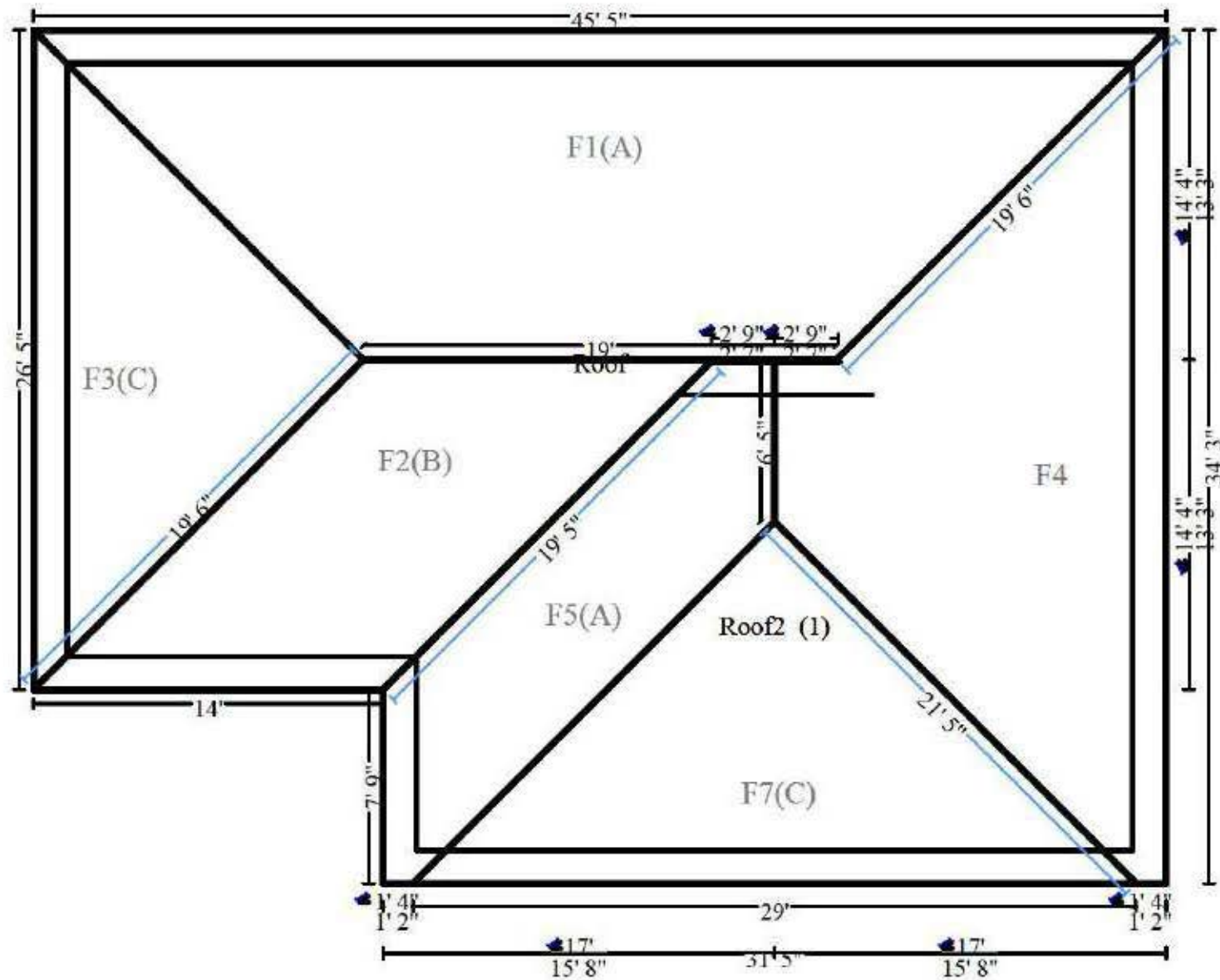
Manufacturer/ Brand	Overall Rating	Dents/ Ridges	Tears	Granule Loss
 TruDefinition® Duration FLEX®				
 Landmark ClimateFlex®				
 Timberline® Armorshield™ II				
 NorthGate®				
 StormMaster® Shake				
 Vista®				
 TruDefinition® Duration STORM®				
 Legacy®				
 Nordic™				
 StormFighter®				

Key  Excellent  Good  Marginal  Poor



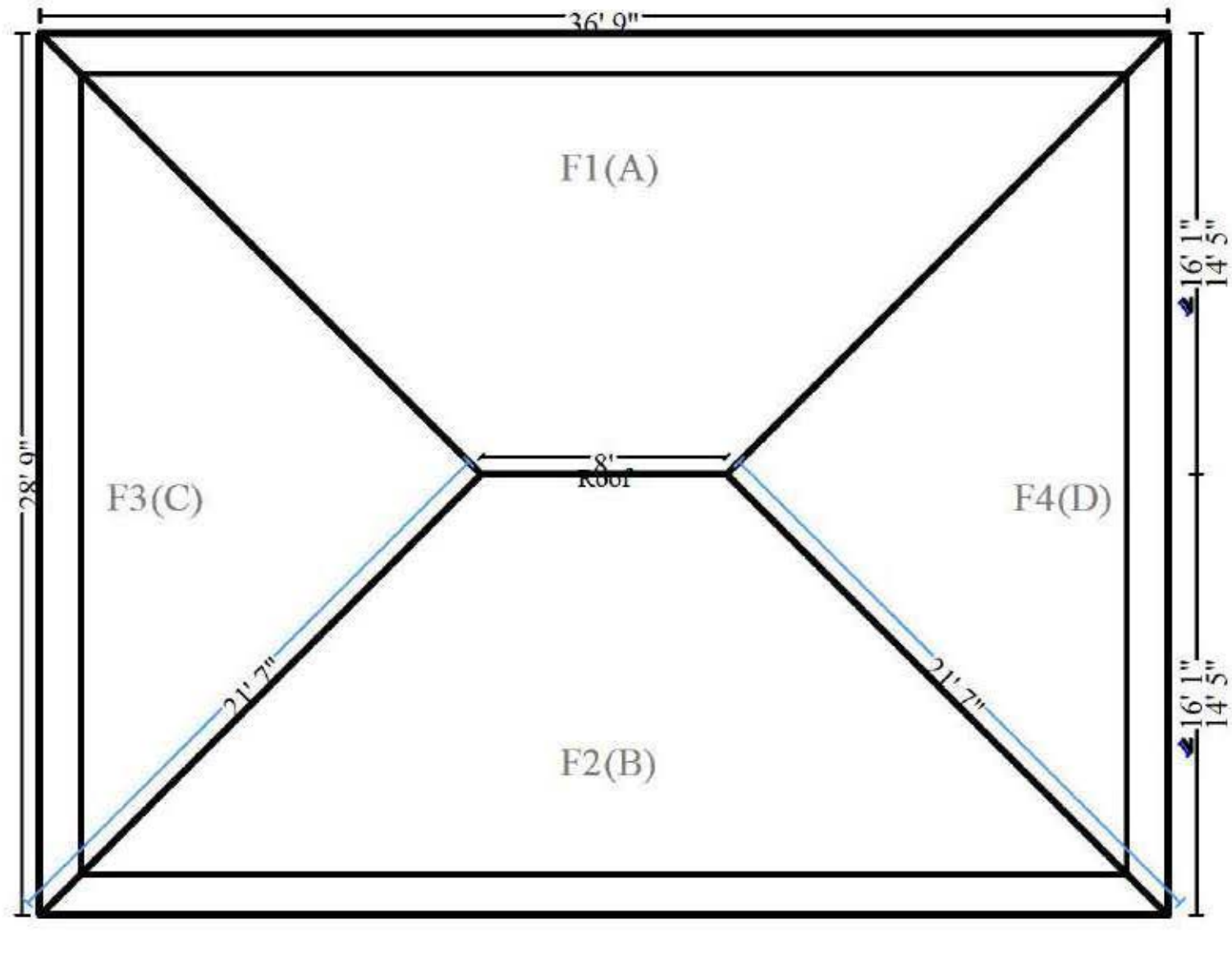






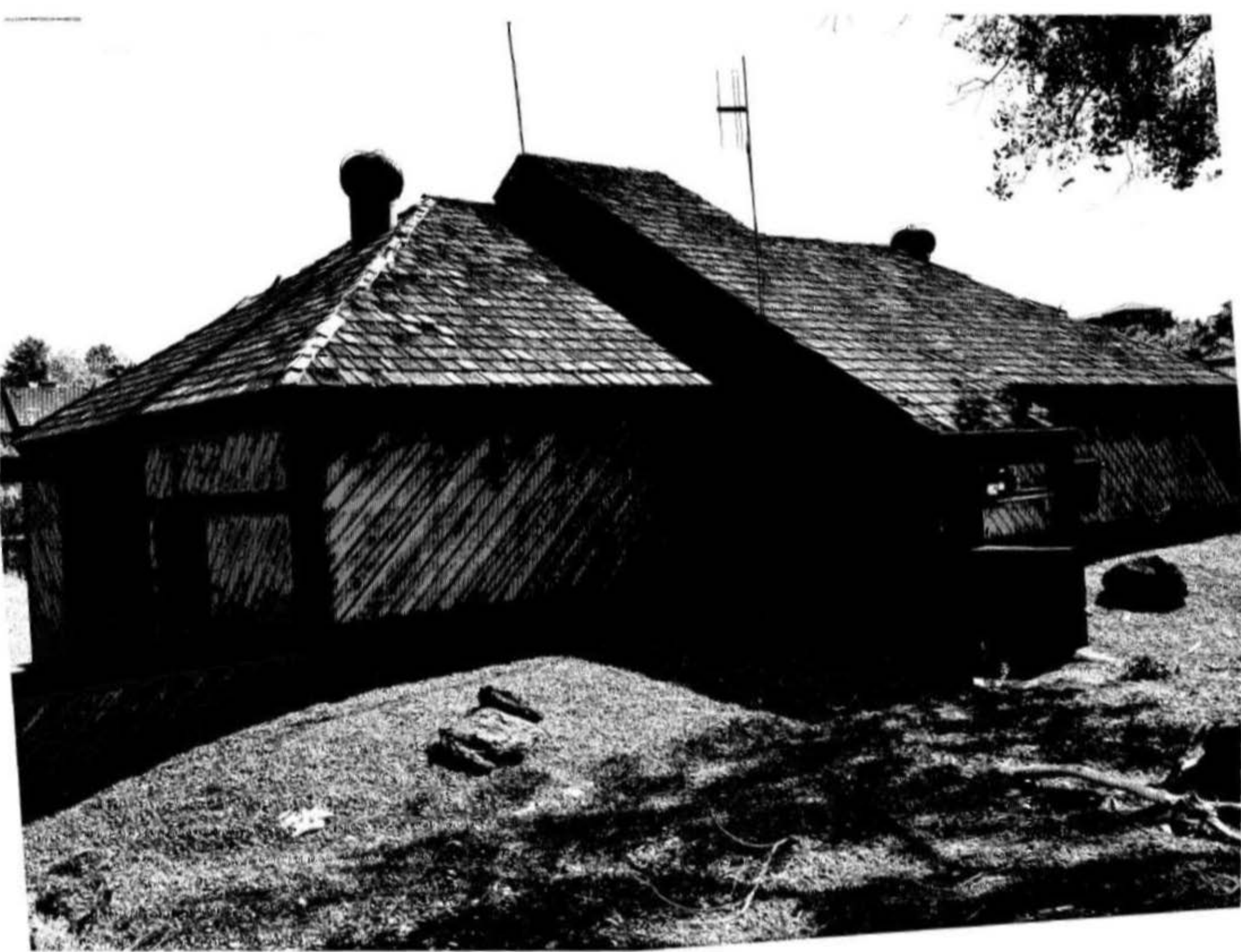
134 West Ave





2063 S Broadway

























Purchasing Division

**ADDENDUM NO. 1**

DATE: October 21, 2024  
FROM: City of Grand Junction Purchasing Division  
TO: All Offerors  
RE: Roof Replacements – Multiple Locations IFB-5529-24-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 **changes to dates**:

- |   |   |
|---|---|
| 1. <b>Pre-Bid Site Walk</b>                           | <b>Wednesday October 30, 2024 at 10:00 am</b> |
| The meeting will begin at 333 West Ave., Building C   |   |
| <b>Inquiry Deadline, No questions after this date</b> | <b>Monday, November 4, 2024 @ 5:00 pm</b>     |
| <b>Final Addendum Posted</b>                          | <b>Wednesday, November 6, 2024</b>            |
| <b>Submittal Deadline for Bids</b>                    | <b>Tuesday, November 12, 2024 @3:00 pm</b>    |
| (no change to date or call in information)            |   |

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

Respectfully,

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

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado





## **NOTICE OF AWARD**

Date: November 14, 2024  
Company: Up Top Roofing & Exteriors, LLC dba Commercial Roofing of Colorado  
Project: Roof Replacements Multiple Locations IFB-5529-24-DD

---

You have been awarded the City of Grand Junction Contract for Roof Replacements Multiple Locations (IFB-5529-24-D) for a lump sum amount of **\$83,301.36**.

Please notify Jim Stavast, Project Manager at 970-244-1569 or [jimst@gjcity.org](mailto:jimst@gjcity.org) for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the Contract Documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr., Contract Administrator - City of Grand Junction*  
Duane Hoff, Jr. Contracts Administrator

---

## **SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Up Top Roofing & Exteriors

By: *Nicholas Dragon*  
Signed by:  
70E46C64B9274A3

Title: President

Date: 11/15/2024



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

**Bid Date:** 11/11/2024

**Project:** IFB-5529-24-DD "Roof Replacements – Multiple Locations"

**Bidding Company:** Up Top Roofing & Exteriors

**Name of Authorized Agent:** Javier Lopez

**Email** Javier@uptoproofing.net

**Telephone** (720) 573 - 5268 **Address** 1880 W Evans Ave

**City** Englewood **State** CO **Zip** 80110

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Contractor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the Bidder, authorized to represent the Bidder 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 .05% percent of the net dollar will be offered to the Owner if the invoice is paid within 14 days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 1

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

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

**Company:** Up Top Roofing & Exteriors

**Authorized Signature:** Javier Lopez

**Title:** General Manager



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

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

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

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



## Price Bid Schedule

### Roof Replacements – Multiple Locations IFB-5529-24-DD

**Provide labor and materials to complete the Roof Replacements per the Scope of Work as stated in Section 3.3.**

Description	Lump Sum Pricing
Facilities Storage Shed 333 West Ave	\$ 2,847.21
Clarifier Shed 333 West Ave	\$ 2,638.69
Transportation Engineering Barn Shed 333 West Ave	\$ 3,412.90
Transportation Engineering Large Shed #1 333 West Ave	\$ 5,627.08
Transportation Engineering Large Shed #2 333 West Ave	\$ 5,627.08
Riverside Preschool 134 West Ave	\$ 9,484.84
Tiara Rado Golf Driving Range Restrooms 2063 S Broadway	\$ 13,779.11
Shadow Lake Pump Station 372 Ridges Blvd	\$ 40,303.05
<b>Total All Facilities</b>	<b>\$ 83,719.96</b>

**Total All Facilities**

**\$ 83,719.96**

Total Written Amount All Facilities

Eighty Three Thousand seven hundred and nineteen Dollars Ninety six cents

Company: Up Top Roofing & Exteriors

Authorized Signature: Javier Lopez

Title: General Manager





# STATEMENT OF QUALIFICAITONS

SUPERIOR COMMERCIAL  
ROOFING SOLUTIONS





**UP TOP**  
ROOFING

720-965-7627  
Nick@UpTopRoofing.net  
www.UpTopRoofing.net  
3201 W Hampden Ave,  
Englewood, CO 80110

## Greetings!

In the world of commercial properties, your roof is a vital investment in your building's safety and appearance. Up Top Roofing & Commercial Roofing of Colorado, your premier commercial roofing partner, excels in comprehensive roofing services and insurance restoration. Our expertise spans EPDM, TPO, PVC, metal, and asphalt roofing, backed by adept insurance claim navigation and full roof replacement capabilities. Our collaboration with insurance entities, bolstered by precise estimates and forensic evidence from partnerships like Lerch Bates & Associates, ensures successful claim support. Our team, boasting over 25 OSHA-certified professionals, manages projects of any scale, emphasizing quality in both new construction and repair. As a local entity, we commit to excellence and transparency, offering detailed roof assessments to safeguard your investment.

## Why Choose Us?

- **Comprehensive Expertise:** From small-scale repairs to large 100k square feet projects, our 25+ OSHA-certified team delivers unparalleled quality.
- **Insurance Mastery:** Specialized in insurance liaisons, appraisal, and litigation support to maximize your claim potential.
- **Proactive Assessments:** Offering free, detailed roof evaluations to preemptively address your needs and extend your roof's lifespan.
- **Local, Reliable Service:** Proudly local, we're rooted in Englewood, Colorado, committed to enhancing our community with every project.

## Let's Talk Roofing

Don't wait for the next storm to question your roof's integrity. Contact us for a no-obligation assessment and see why when it comes to commercial roofing, Up Top Roofing is the name to remember.

Sincerely,

**Nick Aragon**







## **STATEMENT OF QUALIFICATIONS**

### **CORPORATE INTRODUCTION**

#### **Introduction**

Up Top Roofing  
3201 W Hampden Ave,  
Englewood, CO 80110  
Phone: (720) 573-4376  
Email: [Nick@UpTopRoofing.net](mailto:Nick@UpTopRoofing.net)

**Up Top Roofing** is a leading entity in the commercial and residential roofing industry, known for its commitment to quality, superior workmanship, and unparalleled solutions catering to a broad spectrum of needs across private and public sectors.

Up Top Roofing was established with a vision to provide the community with tier one roofing solutions that not only meet but exceed expectations. Ever since its inception, the company has been in Good Standing, testament to its dedication to excellence and unwavering integrity.

#### **Key Personnel:**

**Nick Aragon, President** | 720-965-7627, [Nick@UpTopRoofing.net](mailto:Nick@UpTopRoofing.net) | Denver native Nick Aragon, with a transition from the auto/financial industry to contract roofing, brings a dedication to excellence, evident in his meticulous approach to both commercial, industrial, & residential roofing applications. As an ICC Holder G-14 National Roofing Contractor (JD: JCNON 185907) and holding a Supervisor Certificate from The City and County of Denver Building Department (CERT00007073), Nicholas boasts over 6 years of supervisory expertise and an OSHA 30 certification.

**Alec Doucette, Chief Operating Officer** | 303-619-7322, [Alec@UpTopRoofing.net](mailto:Alec@UpTopRoofing.net) | From ranch life & criminal justice to contract roofing, Alec Doucette's diverse journey showcases adaptability and a relentless pursuit of quality. Deeply rooted in Granby, Colorado, Alec's commitment to family and community shapes the core values of Up Top Roofing. As an ICC Holder G-14 National Roofing Contractor (ID: ICNON 185602), he brings over 6 years of supervisory expertise and an OSHA 30 certification.

**Javier Lopez, Chief Estimator** | 720-254-5268, [Javier@UpTopRoofing.net](mailto:Javier@UpTopRoofing.net) | With the extensive technical knowledge, practical experience, and a broad range of skills required to oversee a project from conception through completion, Javier's responsiveness, attention to detail, and numerous industry certifications, including OSHA 30, make him an invaluable Point of Contact on all projects estimated & completed by Up Top Roofing.

**Daylon Estrada & Osvaldo Arzaga, Project Foreman** | 720-926-1972, [Daylon@UpTopRoofing.net](mailto:Daylon@UpTopRoofing.net) | Superintendents with combined hands on experience on over 1000 roofs. Experienced in repairs and replacement of all roof types & applications, including ASPHALT, METAL, EPDM, TPO, SPF, BUR, SBS, PVC, and TAPERED INSULATION SYSTEMS.

**Massiel Rodriguez, Office Manager** | 720-753-4376, [Massiel@UpTopRoofing.net](mailto:Massiel@UpTopRoofing.net) | Instrumental in managing operations, ensuring client satisfaction, and contributing to the company's success through her ability to oversee intricate projects and foster professional growth, she honed her proficiency in office management and budget oversight in the medical administration field before seamlessly transitioning to the roofing sector in Colorado.





## CORPORATE INTRODUCTION

### (Continued)

#### Key Personnel:

**Justin Slavinsky, Estimator** | 303-941-5942, Justin@UpTopRoofing.net | Justin Slavinsky brings a wealth of technical expertise, practical experience, and a diverse skill set, enabling him to effectively oversee projects from start to finish. His keen attention to detail, quick responsiveness, and numerous industry certifications, including OSHA 30, make him an essential point of contact for all Up Top Roofing projects. Justin's dedication ensures that every project he estimates and completes meets the highest standards of quality and safety.

**Richie Storms, Commercial Client Advisor** | 720-628-0668, Richie@UpTopRoofing.net | Richie Storms, a proud Colorado native and Client Advisor at Up Top Roofing, brings a vibrant local spirit and extensive sales experience to our team. Formerly a top-producing cargo salesman, Richie now excels in the roofing industry, providing top-tier solutions and services to our clients. His dedication to building genuine connections and understanding client needs, combined with his love for Colorado and personable approach, makes him an invaluable asset to our team.

**Tony Schoenle, Commercial Client Advisor** | 720-345-7852, Tony@UpTopRoofing.net | Our Commercial Client Advisor, Tony, brings a wealth of experience in construction, having held various roles from warehouse manager to project manager across multiple states. His dynamic background and hands-on experience in telecom towers, insulation, and roofing provide strategic insight into project estimation and management. An avid outdoorsman and sports enthusiast, Tony's passion for adventure complements his professional dedication, making him a valuable asset to our commercial clients.

**Adam Rahberg, Commercial Client Advisor** | 720-448-3008, Adam@UpTopRoofing.net | Adam is a distinguished Client Advisor at Up Top Roofing with a diverse background in culinary arts, real estate, construction, and yak ranching. With experience in high-end residential construction in Vail Valley and expertise in roofing sales and home building, Adam brings a wealth of knowledge to our team. His dedication to quality, reliability, and superior craftsmanship ensures that our clients receive exceptional service and innovative solutions for their projects.

**Chris Rezabeck, Commercial Client Advisor** | 303-378-8940, Chris@UpTopRoofing.net | Chris is a cherished Client Advisor at Up Top Roofing who combines Midwestern charm with robust business acumen from his Ohio State University background. Chris's strong work ethic and passion for helping others ensure tailored solutions and exceptional service for every client. His journey from Ohio to Colorado and his love for the outdoors make him a valuable asset to our team.

**Octavio Bueno, Commercial Client Advisor** | 303-587-1025, Octavio@UpTopRoofing.net | Octavio is a dedicated Client Advisor at Up Top Roofing, bringing a lifetime of roofing experience and deep industry connections from growing up in a family of roofers in Longmont, Colorado. Bilingual and skilled in both residential and commercial roofing, he transitioned into sales in 2019, leveraging his extensive field experience to provide exceptional service and solutions. Octavio's commitment to quality, combined with his personable approach, makes him a valuable asset to our team and a trusted advisor to every homeowner and business we serve.

**Joseph Hernandez Commercial Client Advisor** | 720-546-4498, Joseph@UpTopRoofing.net | Joseph, one of our Client Advisors at Up Top Roofing, brings a unique blend of Midwestern charm and outdoor passion from his roots in Duluth, Minnesota. After excelling in the automotive industry in Colorado for 13 years, he transitioned to Up Top Roofing to engage with the community and provide high-quality roofing services. Joseph's dedication to excellent service and community engagement makes him a valuable asset to our team, ensuring our clients receive the best possible experience.





## **ORGANIZATION**

### **Self-Performance:**

Up Top Roofing takes pride in training and retaining staff of foremen, project managers and craftsmen, capable of completing every contract awarded on time and with full client satisfaction. Up Top Roofing and its associates consistently engage in ongoing education with all manufacturers they are certified with. They ensure that they maintain up-to-date certifications and stay abreast of the latest developments and best practices in commercial roofing.

### **Financial Condition:**

Up Top Roofing continues to invest in its growth, by adding additional equipment, management expertise and securing lines of credit for working capital. The Company is financially strong and has adequate sums of working capital and vendor lines of credit to complete complex projects. We are proud to state we do not have nor had any "bankruptcy history" to report.

### **Successful Project Completion:**

There have been no number or dollar amount claims, court, or arbitration judgments against Up Top Roofing in the last four (4) years. Up Top Roofing is not currently involved in litigation on any project.

### **Project Revenue:**

Up Top Roofing has worked on multiple high-profile commercial projects with highest single project revenue over \$960k. We have continued to grow annual revenue and technical capabilities since our inception.

### **Insurance:**

The Company maintains minimum Commercial General Liability coverage:

General Liability Aggregate:	\$2,000,000
Excess Liability:	\$2,000,000
Errors and Omissions:	\$1,000,000
Workman's Compensation:	\$1,000,000
Commercial Auto:	\$2,000,000
Bonding Capabilities:	\$2,500,000

### **Safety:**

Up Top Roofing has maintained a successful history of outstanding job performance in the health and safety Sector. We maintain a Corporate Health and Safety Program that governs all phases of our working environment. The program conforms to the requirements of the Occupational Safety and Health Administration and has resulted in error-free execution and zero Worker's Compensation incidents since 2020. Our EMR is well below industry standards.





## WORK EXPERIENCE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]









## **SUPPORTING DOCUMENTS**

- Certificate of Liability Insurance
- COI for Company Vehicles
- Denver Commercial License
- Fort Collins Commercial License
- Safety Certifications
- Manufacturer Certification



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/04/2024

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Associates Insurance Group 7395 E. Orchard Rd.  Greenwood Village CO 80111	<b>CONTACT NAME:</b> Jessica Doyne <b>PHONE (A/C, No, Ext):</b> (303) 793-3388 <b>FAX (A/C, No):</b> (303) 793-3386 <b>E-MAIL ADDRESS:</b> jdoyne@getagc.com <b>INSURER(S) AFFORDING COVERAGE</b> <table style="width: 100%;"> <tr> <td style="width: 80%;">INSURER A: Pinnacle Assurance</td> <td style="width: 20%;">NAIC #: 41190</td> </tr> <tr> <td>INSURER B: Crum &amp; Forster Specialty Ins</td> <td>44520</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Pinnacle Assurance	NAIC #: 41190	INSURER B: Crum & Forster Specialty Ins	44520	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Pinnacle Assurance	NAIC #: 41190												
INSURER B: Crum & Forster Specialty Ins	44520												
INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													
<b>INSURED</b>  Up Top Roofing Exteriors LLC 1880 W Evans  Englewood CO 80110-3261													

**COVERAGES****CERTIFICATE NUMBER:** Master 24-25**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO-110617	10/29/2024	10/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Des. Const. Proj.GenAg \$ 2,000,000	
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SEO-133154	10/29/2024	10/29/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	4233717	11/01/2024	11/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**


SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## 11/05/2024

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

<b>PRODUCER</b>  <b>LORI RICKERT STATE FARM INSURANCE</b> 714 S PEARL ST DENVER, CO 80209	<b>CONTACT</b> <b>NAME:</b> PENNY <b>PHONE:</b> (A/C, No, Ext): 303-757-7440 <b>FAX:</b> (A/C, No): <b>E-MAIL:</b> PENNY@LORIRICKERT.COM <b>ADDRESS:</b>														
<b>INSURED</b>  UP TOP ROOFING & EXTERIORS LLC 1880 W EVANS AVE ENGLEWOOD, CO 80110	<table border="1"> <thead> <tr> <th data-bbox="800 420 1409 430">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1409 420 1531 430">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="800 430 1409 441">INSURER A : State Farm Mutual Automobile Insurance Company</td> <td data-bbox="1409 430 1531 441">25178</td> </tr> <tr> <td data-bbox="800 441 1409 449">INSURER B :</td> <td data-bbox="1409 441 1531 449"></td> </tr> <tr> <td data-bbox="800 449 1409 459">INSURER C :</td> <td data-bbox="1409 449 1531 459"></td> </tr> <tr> <td data-bbox="800 459 1409 468">INSURER D :</td> <td data-bbox="1409 459 1531 468"></td> </tr> <tr> <td data-bbox="800 468 1409 478">INSURER E :</td> <td data-bbox="1409 468 1531 478"></td> </tr> <tr> <td data-bbox="800 478 1409 487">INSURER F :</td> <td data-bbox="1409 478 1531 487"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : State Farm Mutual Automobile Insurance Company	25178	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : State Farm Mutual Automobile Insurance Company	25178														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

## REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$	
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	561 0318-D06-06 505 7755-A30-06 505 7759-A30-06 527 9549-A08-06A	04/06/2024 01/30/2024 01/30/2024 01/08/2024	04/06/2025 01/30/2025 01/30/2025 01/08/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

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

### CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Penny Hart</i>

1001466 132849.14 04-13-2022

**City and County of Denver**  
**Community Planning and Development**  
[www.denvergov.org/contractor\\_licensing](http://www.denvergov.org/contractor_licensing)

**Certificate/Registration Number:** CERT00007073  
**Certificate Type:** D-Roof Covering/Waterproofing Supervisor

**Expiration Date:** 01/31/2025

**E-Licensing**

**By Authority of the Executive Director of  
 Community Planning and Development**

**Issued To:**

NICHOLAS R. ARAGON  
 3201 W HAMPDEN AVE  
 ENGLEWOOD, CO 80110

Amount	Fund/Cat/Revenue Code	Payment Date	Trans #	Status
\$ 60.00	R352303-P-01010-0141200	01/10/2023		Paid

**CERTIFICATE MUST BE KEPT IN YOUR POSSESSION AT ALL TIMES**

**RENEWAL INFORMATION**

Renewal notices will be e-mailed to e-mail address on file.  
 Renewal information is available at [www.denvergov.org/Contractor\\_Licensing](http://www.denvergov.org/Contractor_Licensing).

**INSPECTION INFORMATION**

Please provide the following information when you call for an inspection:

- ✓ Permit number
- ✓ Type of inspection and inspection code

Inspection requests called in by 12:00 a.m. will usually be scheduled for the following working day.

Inspections are performed Monday through Friday.

**Community Planning and Development**  
**201 W COLFAX AVE DEPT 205 DENVER, COLORADO 80202**

Licenses & Certificates:	720.865.2770
Permit Counter:	720.865.2720
Inspection Administration:	720.865.2505
Automated Inspection Request	720.865.2501













July 7, 2023

Re: Up Top Roofing / Commercial Roofing of Colorado

To Whom It May Concern:

Please be advised that Up Top Roofing / Commercial Roofing of Colorado is a Certified Duro-Last Roofing Contractor. They have fulfilled our requirements to install and repair all Duro-Last materials and offer the full line of Duro-Last warranties.

Please feel free to contact me should you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "John E. Deal". The signature is written in a cursive style with a large, stylized "J" and "D".

John E. Deal  
Independent Manufacturer Representative  
989-737-5171  
[john@danddconsultants.com](mailto:john@danddconsultants.com)





2/20/2024

Account #: 1145751  
Certification #: LS46050

Up Top Roofing & Exteriors LLC  
3201 W Hampden Ave  
Englewood, CO 80110

RE: CCP Commercial Certification -Master-Up Top Roofing & Exteriors LLC-Englewood, CO

To whom it may concern:

This is to confirm that Up Top Roofing & Exteriors LLC is approved as a Master Contractor through February 2025 to install following:

- Restoration
- Single-ply

Up Top Roofing & Exteriors LLC is certified in the following States:

- CO

As a Master, Up Top Roofing & Exteriors LLC is able to offer the following GAF Warranties and Guarantees through February 2025:

- Diamond Pledge® NDL Roof Guarantee
- Emerald Pledge™ Limited Warranty
- System Pledge Roof Guarantee
- Weather Stopper® Integrated Roofing System Guarantee

Sincerely,

A handwritten signature in black ink that reads "Bobby Fischer". The signature is stylized with a large, sweeping "B" and a long, horizontal stroke at the end.

**Bobby Fischer**  
VP, Contractor Programs, GAF



# Up Top Roofing & Exteriors LLC

is a Master Commercial Roofing Contractor for GAF

As a GAF Master Contractor, this contractor has demonstrated a commitment to installation excellence and continuous education. They have pledged to ensure that each customer receives their best choice in roofing.

Account #: 1145751

Certification #: LS46050

Valid Through: 2/28/2025

Member Since: 2024

A handwritten signature in black ink that reads "Bobby Fischer".

**Bobby Fischer**

VP, Contractor Programs, GAF

## Guarantees Offered





*"The name trusted in roofing since 1906"*



September 07, 2023

**Up Top Roofing & Exteriors LLC**  
**3201 W Hampden Avenue**  
**Englewood, CO, 80110**

RE: Warranty Eligibility

To Whom It May Concern:

This letter is to confirm that **Up Top Roofing & Exteriors LLC** is an authorized warranty eligible contractor of Mule-Hide Products Co., Inc. Their eligibility number is **14660**. They are eligible to apply for EPDM, Heat-Weld (TPO & PVC) and Coatings Standard and Premium Warranties.

All projects must be completed to Mule-Hide published specifications in order to qualify for a warranty.

Should you have any questions, please feel free to contact the Mule-Hide Territory Manager, Juan Campos at 720-688-1877 or myself at the corporate office.

Sincerely,

**MULE-HIDE PRODUCTS CO., INC.**

Stacie Gentry  
Training and Warranty Program Coordinator



**PREFERRED  
CONTRACTOR**

## **UP TOP ROOFING & EXTERIORS LLC**

3201 W Hampden Ave, Englewood, CO 80110  
Member ID: 235914 | Member Since: November 2021

**HAS BEEN APPROVED TO BE A PREFERRED CONTRACTOR IN  
THE OWENS CORNING ROOFING CONTRACTOR NETWORK  
OF INDEPENDENT CONTRACTORS**

Which ensures the following:

- Has met the standards set forth by Owens Corning
- Is licensed and insured as required by state/province and local laws
- Provides the highest quality products and customer service
- Has been in business two years under current business name

  
Matthew Anderson, President of Up Top Roofing & Exteriors LLC

3/23/2023

10:01











## BID BOND

## The Gray Casualty & Surety Company

---

**CONTRACTOR:**

*(Name, legal status and address)*

Up Top Roofing & Exteriors LLC

3201 W. Hampden Ave

Englewood, CO 80110

**OWNER:**

*(Name, legal status and address)*

City of Grand Junction

250 North 5th Street

Grand Junction, CO 81501

**SURETY:**

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

The Gray Casualty & Surety Company

P.O. Box 6202

Metairie, LA 70009

**BOND AMOUNT:** Five Percent of Amount Bid and No/100 Dollars (5% of Amount Bid)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

IFB-5529-24-DD - Roof Replacements – Multiple Locations

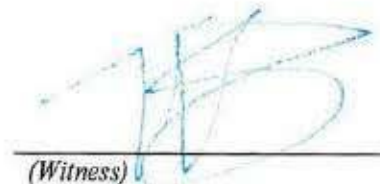
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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

Signed and sealed this 12th day of November, 2024.

  
(Witness)

  
(Witness)

Up Top Roofing & Exteriors LLC

  
(Principal)

Nicholas B. Aragon  
(Title)

The Gray Casualty & Surety Company

  
(Surety)

Megan L. Burns, Attorney-in-Fact

(Title)



**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** Bid Bond

**Principal:** Up Top Roofing & Exteriors LLC

**Project:** IFB-5529-24-DD - Roof Replacements – Multiple Locations

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Thomas W. Patton and Megan L. Burns of Denver, Colorado jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12<sup>th</sup> day of November, 2024.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 12<sup>th</sup> day of November, 2024.

*Leigh Anne Henican*



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
Up Top Roofing & Exteriors LLC, a Limited Liability Company organized under the laws of the State  
of Colorado, hereinafter referred to as the "Contractor" and \_\_\_\_\_  
The Gray Casualty & Surety Company, a corporation organized under the laws of the State of  
Louisiana, and authorized and licensed to transact business in the State of Colorado,  
hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand  
Junction, Colorado, hereinafter referred to as the "City," in the penal sum of \_\_\_\_\_  
Eighty-Three Thousand Three Hundred One and 36/100 Dollars  
\_\_\_\_\_ dollars (\$ 83,301.36 ), lawful money of the United States of America, for the  
payment of which sum the Contractor and Surety bind themselves and their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 14th day of November, 2024,  
entered into a written contract with the City for furnishing all labor, materials, equipment, tools,  
superintendence, and other facilities and accessories for the construction of \_\_\_\_\_  
Roof Replacements Multiple Locations (IFB-5529-24-DD) (the "Project") and Contract  
No. IFB-5529-24-DD, if appropriate, in accordance with the Contract, Special Conditions, Special  
Provisions, General Contract Conditions, Contract Drawings, Specifications and all other  
Contract Documents therefor which are incorporated herein by reference and made a part hereof,  
and are herein referred to as the "Contract".

NOW, THEREFORE, the condition of this payment bond obligation is such that if the  
Contractor shall at all times promptly make payments of all amounts lawfully due to all persons  
supplying or furnishing it or its subcontractors with labor, materials, rental machinery, tools or  
equipment, used or performed in the prosecution of work provided for in the above Contract and  
shall indemnify and save harmless the City to the extent of any and all payments in connection  
with the carrying out of such Contract which the City may be required to make under the law,  
and for all losses, damages, expenses, costs, and attorneys' fees incurred by the City resulting  
from the failure of the Contractor to make the payments discussed above, then this obligation  
shall be null and void, otherwise, it shall remain in full force and effect.

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and  
agrees that any and all changes in the Contract Documents, or compliance or noncompliance  
with the formalities in the Contract for making such changes shall not affect the Surety's  
obligations under this bond and the Surety hereby waives notice of any such changes. Further,  
Contractor and Surety acknowledge that the penal sum of this bond shall increase or decrease in



accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 19th day of November, 2024.

CONTRACTOR: Up Top Roofing & Exteriors LLC

By: 

Title: CFO

ATTEST: 

Secretary

SURETY: The Gray Casualty & Surety Company

By: 

Title: Megan L. Burns, Attorney-in-Fact

(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)

**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** GSH8100063

**Principal:** Up Top Roofing & Exteriors LLC

**Project:** Roof Replacements Multiple Locations (IFB-5529-24-DD)

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Thomas W. Patton and Megan L. Burns of Denver, Colorado jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19<sup>th</sup> day of November, 2024.

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19<sup>th</sup> day of November, 2024.

*Leigh Anne Henican*





**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
Up Top Roofing & Exteriors LLC, a Limited Liability Company organized under the laws of the State  
of Colorado, hereinafter referred to as the "Contractor" and \_\_\_\_\_  
The Gray Casualty & Surety Company, a corporation organized under the laws of the State of  
Louisiana, and authorized and licensed to transact business in the State of Colorado,  
hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand  
Junction, Colorado, hereinafter referred to as the "City", in the penal sum of \_\_\_\_\_  
Eighty-Three Thousand Three Hundred One and 36/100 Dollars  
\_\_\_\_\_ dollars (\$ 83,301.36 ), lawful money of the United States of America, for the  
payment of which sum the Contractor and Surety bind themselves and their heirs, executors,  
administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the 14th day of November, 2024,  
entered into a written contract with the City for furnishing all labor, materials, equipment, tools,  
superintendence, and other facilities and accessories for the construction of \_\_\_\_\_  
Roof Replacements Multiple Locations (IFB-5529-24-DD) (the "Project") and Contract  
No. IFB-5529-24-DD, if appropriate, in accordance with the Contract, Special Conditions, Special  
Provisions, General Contract Conditions, Contract Drawings, Specifications and all other  
Contract Documents therefor which are incorporated herein by reference and made a part hereof,  
and are herein referred to as the "Contract".

NOW, THEREFORE, the conditions of this performance bond are such that if the  
Contractor:

1. Promptly and faithfully observes, abides by and performs each and every  
covenant, condition and part of said Contract, including, but not limited to, its  
warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited  
to, damages caused by delays in performance of the Contract), expenses, costs  
and attorneys' fees, that the City sustains resulting from any breach or default by  
the Contractor under the Contract,

then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the Work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 19th day of November, 2024.

CONTRACTOR: Up Top Roofing & Exteriors LLC

By: [Signature]

Title: CFO

ATTEST: [Signature]

Secretary

SURETY: Up Top Roofing & Exteriors LLC

By: [Signature]

Title: Megan L. Burns, Attorney-in-Fact

(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)



**THE GRAY INSURANCE COMPANY  
THE GRAY CASUALTY & SURETY COMPANY**

**GENERAL POWER OF ATTORNEY**

**Bond Number:** GSH8100063

**Principal:** Up Top Roofing & Exteriors LLC

**Project:** Roof Replacements Multiple Locations (IFB-5529-24-DD)

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Thomas W. Patton and Megan L. Burns of Denver, Colorado jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26<sup>th</sup> day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereto affixed, and these presents to be signed by their authorized officers this 4<sup>th</sup> day of November, 2022.



By:

*Michael T. Gray*

Michael T. Gray  
President  
The Gray Insurance Company

*Cullen S. Piske*

Cullen S. Piske  
President  
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4<sup>th</sup> day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican  
Notary Public  
Notary ID No. 92653  
Orleans Parish, Louisiana

*Leigh Anne Henican*

Leigh Anne Henican  
Notary Public, Parish of Orleans State of Louisiana  
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19<sup>th</sup> day of November, 2024

*Mark S. Manguno*

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 19<sup>th</sup> day of November, 2024

*Leigh Anne Henican*

