



**Ship To**  
City of Grand Junction  
General Services  
250 North 5th Street  
GRAND JUNCTION, CO 81501

**Bill To**  
City of Grand Junction  
General Services  
250 North 5th Street  
GRAND JUNCTION, CO 81501

**Purchase Order**  
**No.** 2024-00000023

**DATE** 01/08/2024

**Ph.** (970) 244-1513

**Fax**

**Vendor**  
**VENDOR NO.** 10459  
Casey General LLC  
205 Stokes Rd.  
Shamong, NJ 08088

**PAGE** 1 of 1  
**SHIP VIA** Best Way  
**DELIVER BY**  
**FREIGHT TERMS** FOB Dest, Frght Prepaid .Allow  
**Payment Terms: Net 30 Days**  
**Buyer Name:** Kathleen Franklin  
**Buyer Email:** kathleenf@gjcity.org

Award for #5347-23-KF installation

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Su	CONTRACT SERVICES - Installation of Big Top Structure for Recycling Building 302-642.8215 - Facility Improvements 30,500.00 ZCDPH-RREO23	30,500.0000	\$30,500.00
PURCHASE ORDER TOTAL				\$30,500.00

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

By: 



Fabric Structure #5347-23-KF  
General Contract Terms and Conditions

- 1.1. **The Owner:** The City is the "Owner" that will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this document.
- 1.2. **Compliance:** The Offeror with its price proposal and signature hereunder, commits to adhere to all conditions, requirements, and instructions as stated or implied herein. Should the Owner omit anything necessary to the clear understanding of the requirements from this packet, or should it appear that various instructions conflict, the Offeror(s) shall secure instructions from the Purchasing Agent.
- 1.3. **Procurement Process:** The 2023 version of the City [Procurement Policy](#) is contracting.
- 1.4. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information within any proposal is subject to public disclosure. Upon the issuance of an award, both the negotiation file and the proposal(s) contained therein are subject to a [CORA request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.5. **Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.6. **The Contract:** The Contractor's Price Proposal Form, price proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable Agreement (Contract) equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified with a Change Order or an Amendment.
- 1.7. **The Work:** Includes all labor necessary to construct the Project required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 1.8. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Service 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 Contract Documents intend 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 contained herein.

- 1.9. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative(s). The Contractor must thoroughly review the Contract Documents, promptly reporting any errors or inconsistencies to the Owner. The Contractor is not liable to the Owner for any damage(s) resulting from such issues and must seek clarification before commencing Work.
- 1.10. Subcontractor:** A subcontractor is an individual or company that has a direct contract with the Offeror/Contractor to perform specific tasks or provide certain service(s). The term subcontractor is referred to throughout the Contract Documents and means the subcontractor or its authorized representative(s).
- 1.11. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work with the utmost skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as the coordination of all aspects of the Work under the Contract. Furthermore, the Contractor shall thoroughly examine the fabric structure and all components for defects, damage, or missing items.
- 1.12. Warranty:** The Contractor hereby provides a warranty to the Owner that all Work performed shall strictly adhere to industry compliance and regulations, extending for a period of one year from the date of completion and acceptance by the Owner. The Contractor is obligated to deliver a high degree of quality workmanship and performance in the execution of the Work. Additionally, the Contractor shall guarantee that all Work adheres to the fabric structure manufacturer's specifications, encompassing handling, preparation, assemblies, installation, connections, adjusting, tolerances, and other relevant criteria.
- 1.13. 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 subcontractors, its agents and employees, and all other persons performing any of the Work under a Contract with the Contractor.
- 1.14. 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.
- 1.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by operations. After the completion of the Work, shall remove all waste materials and rubbish from and about the project, as well as all tools, construction equipment, machinery, and surplus materials.
- 1.16. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract and/or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed under the Contract because it fails to procure or maintain insurance in sufficient amounts, durations, or types.

The Contractor shall procure and maintain and, if applicable, shall cause any subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor under 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: The 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) for each occurrence and

TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The policy shall apply 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 contain a severability of interest 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) for each occurrence and

ONE MILLION DOLLARS (\$1,000,000) aggregate

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

**1.16.1. Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as additional insureds. Every required policy 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.

**1.17. 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, subcontractor or supplier in the execution of, or performance under, any

Contract which may result from price proposal award. The Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner growing out of or under the performance.

- 1.18. Time:** Time is of the essence concerning the completion of the Project and any other milestones or deadlines that are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Work within the Contract Time outlined in the Contract Documents. The Contract Time is the period 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 Purchase Order. The Date of Final Completion of the Work is the date certified by the Owner when all construction and all other associated Work including, but not limited to complete installation of the fabric structure, testing, QA/QC, receipt of required documentation, reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of engineered drawings and/or as-builts, warranty documentation, installation guide, *etc.*, is fully complete, and under the Contract Documents.
- 1.19. Progress & Completion:** The Contractor shall begin work on the date of the commencement as defined in the Notice to Proceed and perform the Work expeditiously with adequate forces and shall complete the Work within the Contract time/by the Completion Date.
- 1.20. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of payment application, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract is fully performed, the Owner will make payment in the manner provided in the Contract Documents.
- 1.21. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until final payment is made.
- 1.22. Contractual Performance:** The Contractor, by submitting a price proposal, acknowledges a comprehensive understanding of the Work, its ability to satisfactorily meet requirements, and its commitment to meeting or exceeding the schedule to achieve the Final Completion date as specified in the Contract Documents, and issued Owner's Notice to Proceed, Contract and/or Purchase Order. The Contractor shall pay the Owner \$250.00 for each calendar day that exceeds the specified Final Completion date.
- 1.23. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the

safety of persons or property or to protect it from damage, injury, or loss. The Contractor shall erect and maintain, as required by existing safeguards for safety and protection, 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 shall make good such damage or injury acceptably.

- 1.24. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 1.25. Claims for Additional Cost or Time:** If the Contractor wishes to claim 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 following 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.
- 1.26. Minor Changes in the Work:** The Owner shall have the authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the contract time and not inconsistent with the intent of the Contract Documents.
- 1.27. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents following the specifications, or which order minor changes in the Work per the agreement, without change in the Contract sum or time. The Contractor shall conduct such Field Orders promptly.
- 1.28. 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 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 under 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 discovering

of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 1.29. 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 City Contract Administrator.
- 1.30. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this IFB, in whole or in part, without prior written approval from the Owner.
- 1.31. Compliance with Laws:** The Offeror must comply with all federal, state, county, and local laws governing its service and the fulfillment of the Work for and on behalf of the public. The Offeror 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 as required by law.
- 1.32. Conflict of Interest:** No public official and/or Owner employee will have interest in the Contract resulting from this IFB.
- 1.33. Contract Termination:** The 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.
- 1.34. Employment Discrimination:** During the performance of any Work, the Offeror, by submitting a price proposal, agrees to:
- 1.34.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status 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.
  - 1.34.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor asserts that it is an Equal Opportunity Employer.
  - 1.34.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.

- 1.35. Affirmative Action:** In executing a Contract with the City, the Firm agrees to comply with Affirmative Action and Equal Employment Opportunity regulations, as mandated by applicable federal, state, and local laws.
- 1.36. 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 services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 1.37. Ethics:** The Offeror/Contractor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 1.38. 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 products/materials from other sources and hold the Contractor responsible for any and all costs resulting in the fulfillment of this Project. This remedy shall be in addition to any other remedies that the Owner may have.
- 1.39. 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 under the terms thereof.
- 1.40. 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.
- 1.41. Independent Contractor:** The Contractor shall be legally considered an independent contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 1.42. Award of Contract:** Award to the Successful Offeror which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Offeror shall sign and deliver the digitally executed Contract via DocuSign. ACORD Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Offeror and the City, and the Successful Offeror shall have no rights at law or in equity until the Contract has been duly executed by the City.
- 1.43. Ownership:** All documents, plans, prints, designs, concepts, and work prepared under the Contract, *etc.*, created by the Contractor for the project, shall become the property of



the Owner. All information furnished by the Owner is and shall remain, the Owner's property.

- 1.44. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s). 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 Solicitation.
- 1.45. Governing Law:** Any agreement 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 the Contract shall be in District Court, 21<sup>st</sup> Judicial District, Mesa County, Colorado.
- 1.46. Expenses:** Expenses incurred in preparation, submission, and presentation of a price proposal in response to this negotiation are the responsibility of the Offeror and shall not be charged to the Owner.
- 1.47. Sovereign Immunity:** The Owner specifically reserves and asserts its rights to sovereign immunity under Colorado Law.
- 1.48. 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 orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligation(s) as required by Article X, Section 20. of the Colorado Constitution, and other applicable law(s).
- 1.49. Special Conditions and Provisions**

- 1.49.1. Project Manager:** The Project Manager for the Project is Jerod Timothy, General Services Manager, who can be reached at (970) 244-1565 or by email at [jerodt@gjcity.org](mailto:jerodt@gjcity.org). During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

Jerod Timothy  
City of Grand Junction,  
General Services Department  
333 West Ave, Unit C  
Grand Junction, CO 81501

- 1.49.2. Contract Administrator:** The Contract Administrator for the City is Duane Hoff, Jr., CPPB. Contract-related inquiries, issues, change orders, amendments, and communications related to the Contract during the Project phase will be directed to:

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

**1.49.3. 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 project site), travel, per diem, 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 to pay or otherwise for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, delay damages, etc.

**1.49.4. Installer Coordination:** The fabric structure Contractor shall be responsible for scheduling the installation team, and ensuring the timely arrival of the product, doors, electric winch, anchors, hardware, *etc.* for the timely achievement of the Project completion. The fabric structure Contractor is obligated to provide the Owner with the timeline and schedule and promptly communicate any deviations from the agreed schedule. The Owner shall not bear any responsibility for costs incurred due to delays or changes.

**1.49.5. Terms and Conditions:** The Contractor disclaimers, terms, and conditions must not conflict with the Owner's General Terms and Conditions. The Owner's General Terms and Conditions shall take precedence over all Contractor disclaimers, terms, and conditions. Any disclaimers, terms, and conditions deemed non-applicable shall be excluded from price proposals.

**1.49.6. Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the City of Grand Junction, 333 West Ave, Unit C, Grand Junction, CO, 81501.

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

**1.49.7. Contractor Staging Area:** The Awarded Contractor will coordinate with the Owner for the proposed project staging area (if required).

**1.49.8. Equipment/Product/Materials Quantities:** The Contractor is responsible for verifying measurements and determining the quantities of equipment, products, and materials necessary for successful project completion.

**1.49.9. Project Location:** City of Grand Junction, Municipal Services Campus, 333 West Ave, Grand Junction, CO, 81501.

**1.49.10. Contract:** A binding Contract shall consist of (1) the Contractor's Price Proposal Form and any amendments thereto, (2) Additional Documents, (3) the Offeror's price proposal, (4) the City's Purchasing Department's acceptance of the price proposal by "Notice of Award" or by "Purchase Order" or "Contract." All Exhibits and Attachments 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 and other law as applicable.
- 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 Contractor and the City Contract Administrator or by a modified Purchase Order before the effective date of such modification. The Offeror expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

**1.49.11. Construction Start Date and Time of Completion:** The scheduled time of Completion shall be stipulated on the manufacturer's lead time and its coordination, as stated in Section 1.49.4. The Contractor will be responsible for coordinating with the manufacturer for scheduling and providing the schedule to the Owner. The established Construction Start date is March 4, 2024, unless otherwise approved by the Project Manager.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed and accepted by the Owner. Completion shall have the meaning outlined in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions, outlined in the [Standard City Contract Documents](#).

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

All Work shall be performed between the hours of 7:00 AM to 5:00 PM.

**1.49.13. City Authorized Representative(s):** Those authorized to represent the City include the Contract Administrator, Purchasing Division/Agent, and Project Manager.

**1.49.14. Stockpiling Materials and Equipment:** All stockpiling and storage activities shall adhere to the guidelines outlined in the [Standard City Contract Documents](#). Refer to General Contract Conditions, Section 51, for detailed instructions.

**1.49.15. Schedule of Submittals:** The Contractor shall deliver the submittal at least two weeks before the pre-construction meeting:

- Project Schedule

**1.49.16. Excess Material:** All excess materials shall be disposed of following the [Standard City Contract Documents](#). Refer to General Contract Conditions, Section 50, for details.

**1.49.17. Incidental Items:** Any item of Work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of the Work,

will be considered incidental to those items and will be included in the cost of those items.

**1.49.18. Work to be Performed by the City (before Construction):**

- Site work, foundation, paving, six (6) foot concrete block walls, and electrical.

## **Contractor's Price Proposal Form**

**Price Proposal Date:** December 22, 2023

**Project:** #5347-23-KF "Fabric Structure"

**Entity:** Casey General LLC

**Name of Authorized Agent:** Charles Cottrell

**Agent Email:** Chuck@caseygeneral.com

**Telephone Number:** 609-458-5244

**Entity Address:** 205 Stokes Rd.

**City:** Shamong **State:** NJ **Zip:** 08088

The undersigned Offeror, in compliance with the General Contract Terms and Conditions, 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 following the Contract Documents, within the time set forth and at the prices stated in its price proposal. These prices are to cover all expenses incurred in performing the Work required under the Contract Documents, of which this form is a part.


Prices in the price proposal have not knowingly been disclosed with another provider and will not be before the award.

- The individual signing herein certifies it is a legal agent of the Offeror, authorized to represent the Offeror, and is legally responsible for the price proposal concerning 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 submitted price proposal.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A 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 price proposal award that is no less than Net 10 days.

Submit a letter signed by the entity Owner or a Statement of Authority delegating authority to act on behalf of the Offeror. Before executing a Contract, the Offeror is required to furnish a completed W-9 form.

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

**Print Full Entity Name:** Casey General LLC

**Authorized Signature:** 

**Print Name of Signatory:** Charles Cottrell

**Title of Signatory:** CEO

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

The undersigned Offeror acknowledges the right of the City to reject any price proposal submitted and to waive informalities and irregularities therein in the City's sole discretion.

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



**Casey General LLC**  
**205 Stokes Rd**  
**Shamong, NJ 08088**  
**609-667-7462**

## **Proposal**

**City of Grand Junction**  
**Grand junction, CO**

**12/22/23**

---

We hereby propose to provide labor and equipment only to complete the following scope of work:

Installation of 1ea Big Top structure on a CONCRETE BLOCK foundation (Foundation by customer)

Structure to have options described below.

60x100x26 on 7.14' truss centers

2ea access end walls with 1ea fabric door per end

1ea 4'x4' side opening

2ea man doors

Amount	\$30,500.00
--------	-------------

Includes all travel, per diem, mobilization costs, fuels, set up and take down costs.

Price does NOT include any materials. (materials provided by Big Top Manufacturing)

Price is based upon the details provided. Price is subject to change based upon the actual shelter / options purchased, and the mounting surface.

Price is based upon a maximum of 1 ½ hours of site, or safety orientation. Any additional time spent will be billed at CGI hourly rates.

CGI hourly rates will be charged for any delays or modifications required due to improper site conditions, or shelter modifications arising from customer changes.

Above pricing is based upon completing the installation(s) with one mobilization. Any additional mobilizations will incur fees to be paid by the customer.

CGI are not licensed electricians and will run all plug and play wiring and hang the panel box, but CGI cannot do any electrical hook ups or outlet installation if required.

Customer is to supply the structure and all required parts and hardware.

Customer is to provide a dumpster for disposal for packaging materials.

Customer is responsible for all permits and mark outs prior to CGI arrival on site.

CGI is not responsible for damage to grounds, shrubbery, underground utilities, asphalt, concrete, etc due to the normal construction process necessary to install the above shelter(s)

Price is based upon standard, non-prevailing - non union rate labor, and a 7 day work week

Terms- 50% deposit required to schedule, balance net 30