#### PHE08NSR

TYPE OF RECORD:

**NON-PERMANENT** 

CATEGORY OF RECORD:

CONTRACT

NAME OF CONTRACTOR:

PHELPS CONSTRUCTION, INC.

SUBJECT/PROJECT:

NEIGHBORHOOD SERVICES REMODEL

IFB-2616-08-SDH

CITY DEPARTMENT:

UTILITIES, STREETS, FACILITIES

YEAR:

2008

**EXPIRATION DATE:** 

05/01/2008

**DESTRUCTION DATE:** 

01/01/2015



#### **NOTICE TO PROCEED**

Date:	March 5, 2008
Contractor:	Phelps Construction
Project:	Neighborhood Services Remodel
Congratulation	as on the contract award. You are hereby authorized to proceed with the Work covered by the Contract
Documents titl	ed and numbered Neighborhood Services Remodel IFB-2616-08-SDH for the sum of One Hundred & Thirty
Six Thousand	Three Hundred & Thirty Four Dollars (\$136,334). The project is scheduled to be completed by
approximately	May 1, 2008.
Please notify I	Bruce Gauthier, City of Grand Junction Facilities Crew Leader 970-270-1909 before starting work and return
to the Purchas	ing Division an acknowledged copy of this Notice to Proceed, Payment & Performance Bond, and Proof of
Insurance.	
CITY OF GRA	AND JUNCTION, COLORADO
Scot	+ Wartenin
Scott Hockins	, Purchasing Supervisor
	CONTRACTOR ACKNOWLEDGEMENT
Receipt of this	Notice to Proceed is hereby acknowledged:
Contractor:	
By:	
Title:	
Date:	



#### CONTRACT 2616-08-SDH

This CONTRACT made and entered into this 6th day of March, 2008, by and between the City of Grand Junction, Colorado, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and Phelps Construction, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WHEREAS, the City advertised that scaled Bids 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 No. IFB-2616-08-SDH "Neighborhood Services Remodel": and

WHEREAS, the Contract has been awarded to the above named Contractor by the City, and said Contractor is now ready, willing and able to perform the Work specified, 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:

Contract Documents for the Project;

Addendum No. IFB-2616-08-SDHa Addendum No. IFB-2616-08-SDHb Addendum No. IFB-2616-08-SDHc IFB-2616-08-SDH including: Instruction to Bidders General Contract Documents Statement of Work

Technical Specifications

Drawings

Contractors Bid Form

- Work Change Requests (directing that changed work be performed);
- Field Orders:
- Change Orders.

#### ARTICLE 2

<u>Definitions</u>: The definitions provided in the General Contract Conditions apply to the terms used in the Contract and all the Contract Documents.

#### **ARTICLE 3**

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

#### **ARTICLE 4**

<u>Contract Time</u>: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract upon award and to achieve Substantial Completion and Final Completion of the Work by May 1, 2008.

#### **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 this Contract and the Contract Documents, the sum of One Hundred Thirty Six Thousand Three Hundred Thirty Four Dollars (\$136,334) (the "Contract Price). The amount of the Contract Price is and has heretofore been appropriated by the City Council of the City of Grand Junction 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 City. The City 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 City provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Special Conditions, 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 City in accordance with the General Contract Conditions.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the City shall publish at least twice in a newspaper of general circulation published in the City a notice that: 1. the City has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment; 3. thirty days after the first publication, specifying the exact date, the City 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 subcontractor 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 Suretics 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 (100%) of the Contract Price set forth in Article 5. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the City at the lowest sum that fulfills all conditions of the Contract.

#### ARTICLE 7

Contract Binding: The City and the Contractor each binds 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 City and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the City 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 City.

#### ARTICLE 8

<u>Severability</u>: If any part, portion of 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 there over, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Grand Junction, Colorado, has caused this Contract to be subscribed by its City Council. The Contractor has signed this Contract the day and the year first mentioned herein.



The Contract is executed in four counterparts.

THE CITY OF GRAND JUNCTION, COLORADO

By: Jay Valchtine. Purchasing Manager	3-6-08
Jay Valehine, Purchasing Manager	Date

Witness

By: Scott Hockins, Purchasing Supervisor

**CONTRACTOR** 

3-8-08

Title: President Thebs Construction The

Witness:

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Title: <u>Administrative Clerk</u> City of Grand Junction



## **ADDENDUM NO. 1**

DATE: February 19, 2008
FROM: City of Grand Junction

**Purchasing Division** 

**TO:** All Offerors

RE: IFB-2616-08-SDH Neighborhood Service Remodel

Firms responding to the above referenced Invitation for Bids are hereby instructed that the bid requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following changes to the Neighborhood Services Remodel Invitation for bid package.

Add the following:

#### 3.3 General Conditions:

1) The Phasing of the project has been eliminated. City of Grand Junction personnel who are occupying what was originally described as Phase II will be relocating to another building for the duration of the project.

#### **3.4.2** Walls:

- 1) All new and existing walls shall be braced as required using 20 gauge steel.
- 2) All existing and new walls shall be textured, primed and painted to match.
- 3) The two fire extinguisher cabinets shown on the plans shall be furnished by the city.
- 4) A new bath wall cabinet shall be furnished and installed above the toilet.

#### 3.4.3 Doors and frames:

1) The existing door exiting into the warehouse shall be reused on the telephone closet.

#### 3.4.4 Windows

1) The 6 interior windows specified as "aluminum framed" shall be changed to "hollow metal".

#### 3.4.5 Floors

- 1) The sub floors where ceramic tile is to be installed shall be "lightly sanded" as the manufacturer of the adhesive has recommended.
- 2) An allowance of \$3.50 per square foot for ceramic tile shall be included in each contractors bid. This allowance is for the tile only, not labor, mastic or grout.
- 3) An expansion joint cover shall be installed to cover the existing expansion joints where ceramic tile is to be installed. Existing floor shall be leveled as required.

#### **3.4.6 Ceilings**

- 1) The existing insulation shall be reused.
- 2) The ceiling where the new hot water heater is to be installed shall be constructed of 20 gauge steel studs on 16" center with 5/8" sheetrock on the finished side and 3/4" plywood secured to mount the new hot water heater.
- 3) An equal to the ceiling tile specified shall be accepted.

#### 3.4.8 Phone and Data

1) The wire mold tray specified shall be 8' wide and 4" deep.

#### 3.4.10 HVAC

1) The existing HVAC duct work shall be capped and abandoned in place.

The original Invitation for bid for the project noted above is amended as noted in this Addendum No.1. All other conditions of subject IFB remain the same.

Respectfully,

CITY OF GRAND JUNCTION, COLORADO

**Scott Hockins** 

**Purchasing Supervisor** 

Scott Wachin



## ADDENDUM NO. 2

DATE:

February 20, 2008

FROM:

**City of Grand Junction** 

**Purchasing Division** 

TO:

**All Offerors** 

RE:

IFB-2616-08-SDH Neighborhood Service Remodel

Firms responding to the above referenced Invitation for Bids are hereby instructed that the bid requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following changes to the Neighborhood Services Remodel Invitation for bid package.

#### Add the following:

#### **General Conditions**

3.3.3 The contractor is reminded that a dust barrier must be provided to shield the contents of the warehouse.

#### 3.4.10 HVAC

The existing Trane unit being furnished by the City is assumed to be in working order. If after installation the unit does not work, it shall be the responsibility of the City of Grand Junction to hire the HVAC contractor awarded the bid or a contractor of the City's choosing to make the necessary repairs at the City's expense. The installing contractor is responsible for startup.

The original Invitation for bid for the project noted above is amended as noted in this Addendum No.2. All other conditions of subject IFB remain the same.

Respectfully,

CITY OF GRAND JUNCTION, COLORADO

**Scott Hockins** 

**Purchasing Supervisor** 

South Wartenin



## **ADDENDUM NO 3**

**DATE:** 

February 21, 2008

FROM:

City of Grand Junction

**Purchasing Division** 

TO:

All Offerors

RE:

IFB-2616-08-SDH Neighborhood Service Remodel

Firms responding to the above referenced Invitation for Bids are hereby instructed that the bid requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following changes to the Neighborhood Services Remodel Invitation for bid package.

Add the following:

3.4.5 Floors

1) The contractor shall furnish and install new vinyl base in all areas.

The original Invitation for bid for the project noted above is amended as noted in this Addendum No.3. All other conditions of subject IFB remain the same.

Respectfully,

CITY OF GRAND JUNCTION, COLORADO

**Scott Hockins** 

**Purchasing Supervisor** 

Scatt Warling



### Invitation to Bid

IFB-2616-08-SDH

Neighborhood Services Remodel

### **Responses Due:**

February 22, 2008 at 2:00pm 2549 River Road Grand Junction, CO 81501

### **Purchasing Representative:**

Scott Hockins
Purchasing Supervisor
scotth@gicity.org
Phone (970) 244-1484

## **Scope of Services Questions/Site Visit by Appointment:**

Bruce Gauthier
Facilities Crew Leader
bruceg@gjcity.org
Phone (970) 270-1909

February 6, 2008

This solicitation has been developed specifically to solicit competitive responses for the **Neighborhood Services Remodel**, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTIBLE** for this solicitation.

# **Invitation for Bids**

## Neighborhood Services Remodel

## **Table of Contents**

Section 1	instruction to Bidders		Page 3
Section 2	General Contract Condit	ions	Page 4
Section 3	Statement of Work		Page 12
Section 4	Contractor's Bid Form		Page 18
	Bid Bond Form		Page 20
Mechanical D	rawings	Electronic	Attachment
Project Drawir	ngs	Electronic	Attachment
Existing Lavou	ıt Drawings	Electronic	Attachment

### 1. Instructions to Bidders

The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to remodel Neighborhood Services according to the Invitation for Bids, specifications and drawings. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

- 1.1. Site Visit/Briefing: Prospective bidders are encouraged to attend a site visit/briefing by appointment by contacting Bruce Gauthier at 970-270-1909. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.2. Delivery of Bids: Contractor shall submit a copy of their bid in a sealed envelope marked IFB-2616-08-SDH, due date, and the bidders name clearly indicated on the envelope. The due date, time, and address are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Bidders, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of process. However, all bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the bid so identified by Offeror as such will be treated as confidential by the City of Grand Junction (City) to the extent allowable in the Open Records Act.
- **1.3. Printed form for Price Proposal:** All Price Bids must be made upon the Contractor's Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.4. Exclusions: No oral, telephonic, emailed, or facsimile bid will be considered
- 1.5. Contract Documents: The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the Purchasing Division, 2549 River Road, Grand Junction, CO 81501, 970-244-1533.
- **1.6. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- **1.7. Questions regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.

- 1.8. Addenda & Interpretations: If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on Bidnet at <a href="https://www.rockymountainbidsystem.com">www.rockymountainbidsystem.com</a>. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Representative.
- **1.9. Taxes:** The City is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- **1.10. Prices:** In the event of a discrepancy between the prices stated in words and those in figures, the words shall control.
- 1.11. Offers Binding 60 Days: Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Offeror, upon request of the Purchasing Representative, agrees to an extension.
- **1.12. Assignment:** The bidder shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without prior written approval from the City.
- 1.13. Collusion Clause: Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The City may, or may not, at the discretion of the City's Purchasing Representative, accept future bids for the same services or commodities from participants in such collusion.
- 1.14. Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

## 2. General Contract Conditions for City Construction Projects

**2.1.** The Contract: The Contract Documents for the Contract. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal 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 in not less than triplicate by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications All drawings, specifications and copies and drawings contained herein. furnished by the City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner: The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his 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 himself 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 his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he 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 their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor: The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or

omission he 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 his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work: As soon as practicable after bids are received and prior to the award of the contract. the successful Offeror shall furnish to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the owner shall notify the successful Offeror in writing if, after due investigation, has reasonable objection to any person or organization on such list. Failure of the Owner to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization. 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 Offeror may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Offeror 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 their discretion, accept the increased proposal or may disqualify the Offeror. 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.** Supervision and Construction Procedures: The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.9. Warranty: The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor

shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.

- 2.10. 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 bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. 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, he shall assume full responsibility and shall bear all costs attributable.
- **2.11.** Responsibility for those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.12. 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.
- 2.13. Performance & Payment Bonds: Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be 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 singed 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.

- 2.14. Progress Schedule: The Contractor, if required, immediately after being awarded the contract, shall prepare and submit for the Owner's approval an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the contract documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the Owner's approval.
- **2.15.** 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.
- **2.16.** Cleanup: The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.17. Insurance Requirements: The Contractor agrees to procure and maintain, at his own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this section. Such insurance shall be in addition to any other 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 this section by reason of his failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 2.17.1. Commercial General Liability Insurance Policy with minimum combined single limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.
- 2.17.2. Comprehensive Automobile Liability Insurance, which includes coverage of all, owned, non-owned and rented vehicles with a minimum of \$1,000,000 combined single limit for each occurrence.
- 2.17.3. Required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form.

- 2.17.4. All insurance shall be purchased from an insurance company licensed to do business in Colorado that has a financial rating of B+ VII or better as assigned by the BEST Rating Company or equivalent.
- 2.18. Indemnification: The Offeror shall defend, indemnify and save harmless the City of Grand Junction, State of Colorado, and all it's 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 Offeror, or of any Offeror's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.
- 2.19. Miscellaneous Conditions: Material Availability: Bidders 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 City immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the City may require the services to be redone at no additional expense to the City.
- 2.20. Time: 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 Price Proposal Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- **2.21. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.22. Delays & Extensions of Time: If the contract is delayed at any time in the progress of the work by any act or neglect of the Owner, by any employee of the Owner, by any separate contractor employed by the Owner, by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any cause which the

Owner determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. All claims for extension of time shall be made in writing to the Owner no more than fifteen (15) days after the occurrence of the delay otherwise they shall be waived. In the case of the continuing cause of delay only one claim is necessary.

- 2.23. 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 City of Grand Junction's Project Manager will promptly make such inspection and, when he 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.
- **2.24.** Partial Payments & Retainage: Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.

Estimates for partial payment shall be prepared on, or in the format of, the Request for Payment Form, provided or approved by the Architect.

All applications for payment are subject to review and approval by the Architect. Pay estimates which exceed the value of Work performed and/or materials installed for the pay period may be reduced or rejected.

If payment is requested on the basis of materials and equipment delivered, but not incorporated in the Work, the application shall be included on the Request for Payment form. This form shall be accompanied by an invoice, proof of payment and other documentation for each item as required to establish the City's title to the material or equipment and protect its interest therein, including appropriate insurance.

After each application for payment has been certified by the Architect and approved by the Project Manager, the City shall pay to the Contractor partial payment minus retainage as specified herein.

Partial payments will normally be made within ten (10) days after the closure date. If the City shall at any time fail to make the Contractor a payment at the time herein specified, such failure shall not be held to invalidate or void this Contract.

<u>RETAINAGE:</u> The City will deduct money from the partial payments in amounts considered necessary to protect the interest of the City and will retain this money until after completion of the entire contract.

The amount to be retained from partial payments will be ten (10) percent of the value of the completed work, but 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. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He 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, he shall restore, at his 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.
- 2.26. Changes in the Work: The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
- 2.27. 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, he shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- **2.28. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an

extension of the contract time and not inconsistent with the intent of the contract documents.

- 2.29. 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.
- 2.30. Uncovering & Correction of Work: The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or nonconforming 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 nonconforming work, he 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.

## 3. Statement of Work

- **3.1. Project Description:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required for remodel at Neighborhood Services according to the Invitation for Bids and drawings. All dimensions and scope of work should be verified by Contractors prior to submission of bids.
- 3.2. City's Project Managers: Jim Stavast, Facilities Superintendent

970-244-156 cell 970-270-7367

jims@gicity.org

Bruce Gauthier, Facilities Crew Leader 970-244-4120 cell 970-270-1909 bruceg@gicity.org

#### 3.3. General Conditions:

- 3.3.1. Contractor shall supply all necessary permits and a dumpster for construction debris and trash.
- 3.3.2. Contractor is responsible for verifying all measurements, existing job conditions, and information. Building systems, such as, but not limited to electrical, plumbing, HVAC and miscellaneous systems shall be maintained in their current operating condition during demolition and construction of Phases 1 & 2.
- 3.3.3. Contractor shall provide dust barrier protection around all areas they are working. It is essential that the equipment and people working in these areas be protected from exposure as much as possible.
- 3.3.4. Contractor is responsible for maintaining a safe and clean worksite. All tools, materials and debris shall be cleaned up and stored out of the way at the end of each work day.
- 3.3.5. Contractor shall finish Phase 1 and allow time for City of Grand Junction personnel to relocate from the Phase 2 area to Phase 1 before commencing work on Phase 2.

#### 3.4. Scope of Work:

#### 3.4.1. **Demolition: Phase 1 & 2**

- Remove existing metal cage and hardware and set aside for storage by city personnel.
- Remove existing ceiling, grid and insulation. Reuse insulation from Phase 2 to Phase 1.
- Remove existing flooring in: a) office area and bathroom of Phase 2, b)
   Conference room in Phase 1 area.
- Remove existing lighting fixtures and bulbs. Bulbs shall be set aside for recycling by City of Grand Junction personnel. The contractor is encouraged to recycle used light fixtures at an approved recycle facility.
- Remove existing plumbing fixtures and cap except in bathroom in Phase 2.
- Remove all existing conduit and wiring associated with power and lighting in Phase 1.

- Maintain integrity of all existing lighting, power, HVAC and miscellaneous systems that serve Phase 2 and other areas of the building.
- Remove existing outlets and switches in Phase 2 area and replace with new.

#### 3.4.2. Walls:

- All newly constructed walls shall be 20 gauge steel studs covered with 5/8" drywall and insulated with a minimum R13 batt insulation.
- Newly constructed walls In Phase 1 are to be built to the height of 10'0" with a
  ceiling height of 9'0". Newly constructed walls in Phase 2 shall be built to a height
  to match existing. Ceiling height in Phase 2 shall match existing. All new walls
  are to receive mud, tape and orange peel texture. Existing walls in Phase 2 shall
  be retextured to match new construction, primed and painted.
- All new and existing walls and any other surface requiring a painted finish shall receive a minimum of one coat of primer and two finish coats of Sherwin Williams Promar 200, latex, semi-gloss.
- Contractor shall furnish and install new cove base in Phase 1 & 2. Color of vinyl cove base will be selected during construction.

#### 3.4.3. Doors and Frames:

- Doors and frames removed in Phase 2 shall be reused.
- New doors shall be sized according to the plans and finished to match the existing doors in Phase 2. Miscellaneous trim shall be primed and painted as required.
- Existing doors shall be lightly sanded and refinished.
- New door hardware shall be furnished according to plans.
- A new half door with frame shall be furnished and installed in the Neighborhood Services lobby and furnished with non locking hardware.
- Locking door hardware shall be coordinated with Facilities personnel.

#### 3.4.4. Windows:

- Two new operable windows 4' x 4' shall be installed on the exterior east wall as indicated on the plans.
- Existing brick and block wall shall be cut and supported to insure a secure installation.
- Two new non operable 4' x 4' and four new non operable 2' x 4' windows shall be installed according to the plans. Glass for these windows shall meet applicable codes.

#### 3.4.5. **Floors**:

- Carpet flooring (carpet squares) and adhesive in Phase 1 and 2 shall be furnished by the City of Grand Junction and installed by the contractor.
- Existing flooring in Phase 2 shall be removed.
- The existing sub floor in Phases 1& 2 shall be prepared to provide a proper surface to receive the new flooring. Refer to drawings for area of Phase 2 flooring to be leveled prior to installing carpet or ceramic tile.
- The flooring in the existing bathroom in Phase 2 shall be removed and replaced with ceramic tile to match flooring in item 5.
- The flooring in the new entry foyer in Phase 1 shall be ceramic tile.
- The flooring in the entry foyer to the Stores Facility in Phase 2 shall be ceramic tile to match tile in item 5.

#### 3.4.6. **Ceilings:**

- The ceiling in Phase 1 shall be removed and new grid and ceiling tile installed.
   The ceiling tile shall be Armstrong Cortega Second Look with Suprafine 9/16" exposed tee grid.
- The ceiling tile and grid in Phase 2 shall be removed. Ceiling tile to Match Phase 1 tile.
- Provide insulation above ceiling of Phase 2 and complete insulation of ceiling above Phase 1. Insulation from ceiling of Phase 2 will be used on ceiling of Phase1.
- Ceiling in phone/data closet shall be 5/8" sheetrock finished to match walls.

#### 3.4.7. Electrical:

- New electrical switches, outlets and fixture outlet boxes shall be furnished and installed as shown on the plans. It shall be the responsibility of the Contractor to provide circuitry and circuiting per NEC.
- Wall boxes for switches and outlets shall be sized according to field requirements but shall be not less than 4" square with plaster ring sized to fit device or devices being installed.
- New outlets in Phase 1 shall be white, 20 amp with plate to match.
- New wall switches shall be white with matching plates.
- Outlets, switches and plates in Phase 2 shall be replaced with new devices to match Phase 1.
- Provide 3- 20 amp dedicated circuits for microwave, coffee pot and toaster oven as indicated on the plans.
- Provide a new electrical distribution panel as indicated on the drawing sized to accommodate the number of circuits required plus spares. Mount electrical panel

to 3/4" plywood backboard and paint. Feed for new sub panel shall come from an electrical panel located on mezzanine level. Feeder wire size shall be copper conductors sized to accommodate load requirements and installed in conduit. Circuit breakers for the existing panel shall be furnished new.

- Lighting fixtures and bulbs will be furnished by the City of Grand Junction and installed by the contractor.
- Lighting fixtures for office areas shall provide for 50% lighting.
- Provide emergency lighting fixtures as shown on the plans.
- All existing electrical circuits in Phase 2 are to be rewired to new sub-panel.

#### 3.4.8. **Phone & Data:**

- Contractor shall furnish and install 4" square boxes with single gang plaster rings for each of the phone and data outlets indicated on the plans.
- A 3/4" conduit raceway shall be installed to each box with a 3/4" male connector and plastic bushing at the end of each conduit riser stubbed up at least 8" above finished ceiling.
- The contractor shall furnish and install Wire Mold "FieldMate" WB Series Wire Basket Cable Tray where shown on the plans. The cable tray shall be securely installed at the top of the east and west wall with a cross over on the wall between Phase 1 and 2. Note that the finished ceiling height of Phase 1 and 2 differ by 1 foot and a "vertical bend" formed to transition the two Phases shall be installed. Refer to manufacturers installation instructions.
- Contractor shall furnish and install all cable tray, fittings and hardware to provide complete installation.
- Contractor shall provide grounding according to manufacturer's recommendations.
- Four 4" PVC conduits shall be run from the telephone/data backboard to the cable tray at the closest point above and properly secured.
- Furnish and install a 4' x 8' x 3/4" plywood backboard for phone/data equipment.

#### 3.4.9. **Plumbing:**

- Install new 110vac high efficiency 20 Gallon hot water heater as indicated on plans. Extend existing hot and cold water lines to new location.
- Provide hot and cold water shut off valves at new hot water heater.
- Provide expansion tank as required.
- Provide 4' x 8' x 3/4" plywood platform for new hot water heater, drain pan and 3/4"
   PVC emergency drain line to exterior of building.
- Provide water supply and fixture for refrigerator ice maker as indicated on the plans.

#### 3.4.10. **HVAC:**

- Provide and install HVAC system as shown on the attached drawings.
- Include any necessary structural support for any mechanical equipment.
- HVAC system shall be fed from existing 3 phase panel located in the electrical room on mezzanine level of Service Center building. Provide conduit, properly sized copper conductors and new circuit breakers.

#### 3.5. Project Schedule:

- February 22, 2008- Bids Due
- City Council Approval- March 3, 2008
- Notice to Proceed- March 4, 2008
- Substantial Completion by May 1, 2008

# 4. Contractor's Bid Form

Proposal Date:			
City of Grand Junction	Project: Neighborho	ood Services Remodel	
Bidding Company:			
Name of Authorized Aç	gent:		
Telephone	Address		
City	State	Zip	
Instruction to Bidders, Ger and all Addenda thereto proposed work, hereby pro work for the Project in acc prices stated below. The	neral Contract Condition having investigated oposes to furnish all la ordance with Contract se prices are to cover	he Invitation for Bids, having, Statement of Work, Specification of, and condition of, materials and supplies, a Documents, within the time seall expenses incurred in perthis Contractor's Bid Form is	fications, and any ons affecting the and to perform all et forth and at the forming the work
without collusion or conne is made in pursuance of, a	ction to any person(s) p and subject to, all term	nd stipulate that this offer is more or or or or offer for the same is and conditions of the Instruments, all of which have been	e work, and that it ctions to Bidders,
(10) working days of the d	ate of Notification of Av	ract, to provide insurance cert vard. Submittal of this offer with vill be prepared to complete	ill be taken by the
deemed most favorable, to	o waive any formalities s offer may not be with	to make the award on the tour technicalities and to reject or technicalities and to reject of sixty (6 and revised offers automatically	t any or all offers. 60) calendar days
		offeror acknowledges receipt ngs and other Contract Docur	
Addendum No	Dated:	By:	
Addendum No	Dated:	By:	
Addendum No	Dated:	By:	

### **PRICE PROPOSAL**

## Neighborhood Services Remodel

**Base Bid:** All labor, materials, and equipment to complete the project according to Statement of Work, drawings, including any addenda

\$
Written
****For Information Purposes Only**** Total cost of labor, equipment, and materials related to the HVAC portion of the project.
\$
By signing below, the Undersigned agree to comply with all terms and conditions contained herein.
Company:
Authorized Signature:
Title:

#### **BID BOND**

#### KNOW ALL MEN BY THESE PRESENTS.

that we,	_(		an
individual, a partnership, a corporation incorporated in the State of		)	as
Principal, and			
(incorporated in the State of) as Surety, are held and firmly bou	ınd unt	o the	City
of Grand Junction, Colorado, (hereinafter called "City") in the penal sum of			
dollars (\$	),	la	wful
money of the United States, for the payment of which sum we bind ourselves, our	heirs,	execu	tors,
administrators, successors, and assigns, jointly and severally, firmly by these preser	nts.		
THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS t	he Prir	ncipal	has
submitted the accompanying Bid datedfor construction	on of _		
(the Project) for the City and			

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit with the City either a cashier's check or a certified check equivalent to not less than five percent of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in event of a failure to execute the proposed Contract for such construction and to provide the required Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as a penalty for the Principal's failure to perform.

NOW, THEREFORE, if the Principal shall, within the period specified therefore, on the attached prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the faithful performance and the proper fulfillment of said Contract, provide Certificates of Insurance as required by said Contract, and provide all other information and documentation required by the Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the City and the City prevails, the principal and surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees and costs to be fixed by the Court.

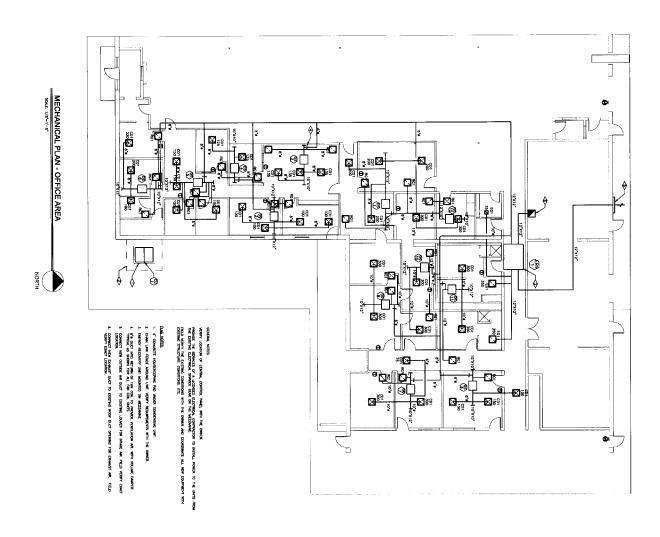
IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Dated this	day of	, 20	
Principal: _			
Address: _			
Signed:			(seal)
Title: _			
Surety:			
Address: _			
Signed:			(seal)
Title:			

#### INSTRUCTIONS FOR COMPLETING BID BOND

- 1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
- 2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
- 3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.

Attach a copy of the power-of-attorney for the Surety's agent.





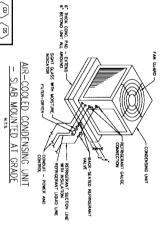


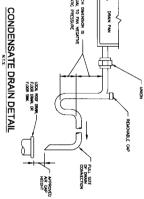


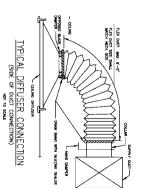
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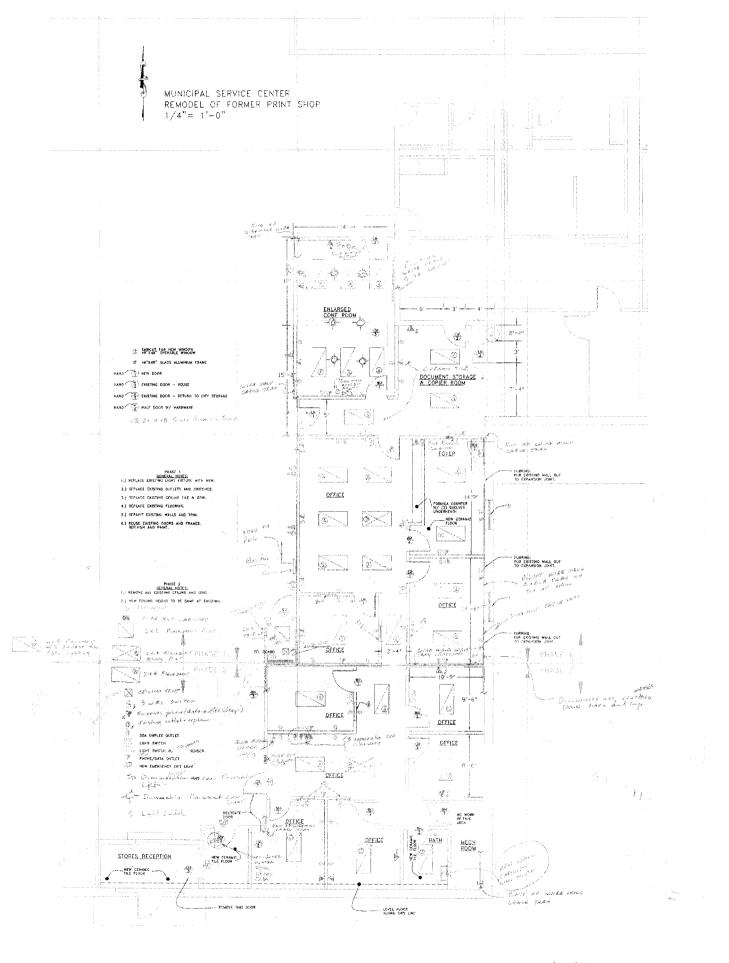


GRAND JUNCTION ENERGY PROJECT
MUNICIPAL SERVICE CENTER
GRAND JUNCTION, COLORADO

Bighorn Consulting Engineers, Inc.

Mechanical & Electrical Engineers
509 S. Westgate De. Swite
phone: 970-241-8709, fax: 970-241-9314





12/24/07

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