

**NOTICE TO PROCEED**

Date: November 30, 2010


Contractor: WeatherSure Systems, Inc.

Project: Roof Replacement for the Municipal Operations Center Building

Congratulations on the contract award. You are hereby authorized to proceed with the Work covered by the Contract Documents titled and numbered Roof Replacement for the Municipal Operations Center Building (IFB-3279-10-DH) for the sum of Forty Nine Thousand Eight Hundred Forty Eight and 00/100 Dollars (\$49,848.00).

Please notify the Project Manager – James Stavast, City of Grand Junction Facilities Manager at 244-1569, before starting work and return to the Purchasing Division an acknowledged copy of this Notice to Proceed.

CITY OF GRAND JUNCTION, COLORADO

  
Duane Hoff Jr, Buyer

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**CONTRACTOR ACKNOWLEDGEMENT**

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor:

WeatherSure Systems Inc

By:

UH

Title:

President

Date:

Dec. 1, 2010



**Purchase Order  
No. 2010-00020883**

**DATE 12/02/2010**

**Ph. (970) 244-1545**

**Fax (970) 244-1427**

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

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

**Vendor**  
VENDOR NO. 5603  
WeatherSure Systems, Inc.  
3333 S Platte River Dr  
Englewood, CO 80110  
Phone: (303) 781-5454 Fax: (303) 781-5453

PAGE 1 of 1  
**SHIP VIA**  
**DELIVER BY**  
**FREIGHT TERMS**  
**Buyer Name:** Duane G. Hoff  
**Buyer Email:** duaneh@ci.grandjct.co.us

Reference contract documents for IFB-3279-10-DH

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	CONSTRUCTION IMPROVEMENTS/MATERIALS - All labor, materials, equipment, and permits require to complete	47,355.6000	\$47,355.60
		Roof Replacement for the Municipal Operations Center Building per Scope of Work.		
1.0000	Each	CONSTRUCTION IMPROVEMENTS/MATERIALS - Retention	2,492.4000	\$2,492.40
<b>PURCHASE ORDER TOTAL</b>				<b>\$49,848.00</b>

**Special Instructions:** PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE  
**Tax Exempt No. 98-03544**  
Requestor: James Stavast. Invoice to be processed by Facilities.

By: 



**Changed  
Purchase Order  
No. 2010-00020883**

**DATE 01/14/2011**

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

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

**Ph. (970) 244-1545**

**Fax (970) 244-1427**

**Vendor**  
VENDOR NO. 5603  
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Phone: (303) 781-5454 Fax: (303) 781-5453

PAGE 1 of 1  
SHIP VIA  
DELIVER BY  
FREIGHT TERMS  
Buyer Name: Duane G. Hoff  
Buyer Email: duaneh@ci.grandjct.co.us

Reference contract documents for IFB-3279-10-DH

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	CONSTRUCTION IMPROVEMENTS/MATERIALS - All labor, materials, equipment, and permits require to complete	Open	47,355.6000	\$47,355.60
1.0000	Each	CONSTRUCTION IMPROVEMENTS/MATERIALS - Retention	Open	2,492.4000	\$2,492.40
500.0000	Sq Ft	CONSTRUCTION IMPROVEMENTS/MATERIALS - CO#1 Removed and replaced 500 sqft of wet and/or damaged 3" EPS	Open	1.1800	\$590.00
32.0000	Sq Ft	CONSTRUCTION IMPROVEMENTS/MATERIALS - CO#1 Removed and replaced 32 sqft of rotted wood decking.	Open	1.8400	\$58.88
PURCHASE ORDER TOTAL					\$50,496.88

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

Requestor: James Stavast. Invoice to be processed by Facilities. Change Order #1 to reflect additional cost for replacement of damaged insulation and wood decking, per Jim Stavast.

By: 

**CONTRACT 3279-10-DH**

This CONTRACT made and entered into this **16th day of November, 2010**, 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 **WeatherSure Systems, Inc.**, hereinafter in the Contract Documents referred to as the "Contractor."

WHEREAS, the City advertised that sealed 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-3279-10-DH "Roof Replacement for the Municipal Operations Center Building"**; 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-3279-10-DHa
  - Addendum No. IFB-3279-10-DHb
  - IFB-3279-10-DH 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

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

ARTICLE 3

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

ARTICLE 4

Contract Time: 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 by December 20, 2010 and Final Completion of the Work by December 31, 2010.

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 **Forty Nine Thousand Eight Hundred Forty Eight and 00/100 Dollars (\$49,848.00)** (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. ten 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 Sureties on the Contractor's Bonds

from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

#### ARTICLE 6

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

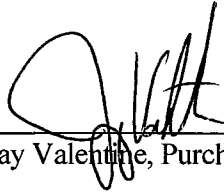
#### ARTICLE 8

Severability: 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 Valentine, Purchasing Manager

12/6/10  
Date

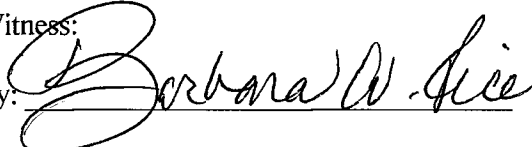
Witness:

By:   
Duane Hoff Jr., Buyer

**CONTRACTOR**

By:   
Title: General manager

12-1-10  
Date

Witness:  
By:   
Title: Receptionist

December 30, 2010

James Stavast  
City of Grand Junction  
333 West Ave. Bldg. B  
Grand Junction, CO 81501



3333 S. Platte River Dr  
Sheridan, CO 80110

Phone 303.781.5454

Fax 303.781.5453

[crg@weathersure.net](mailto:crg@weathersure.net)

Re: Municipal Operations Center, 333 West Avenue  
Re-Roofing Project #201-5025, Change Order #1

James,

Please find enclosed our change order to the original scope of work. Below, you will find our new scope of work and pricing, which represent our offer submitted for your review.

**New Work Items:**

1. Removed and replaced 500 sq. ft. of wet and/or damaged 3" EPS insulation.  
500 sq. ft. at \$1.18 per sq. ft.    **\$ 590.00**
  2. Removed and replaced 32 sq. ft. of rotted wood decking.  
32 sq. ft. at 1.85 per sq. ft.    **\$ 58.88**
- Total Cost:                                    **\$ 648.88**

**Acceptance:** The undersigned agrees that they have read this proposal by WeatherSure Systems, Inc., and authorizes WeatherSure Systems, Inc. to proceed with the work.

\_\_\_\_\_  
Authorized Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**City of Grand Junction**  
**Municipal Operations Center, 333 West Ave., Change Order #1**  
**Page 2 of 2**

I hope that you find this submission helpful and would like the opportunity to answer any questions that may arise. Thank you for selecting WeatherSure Systems, Inc. as your contractor of choice.

Sincerely,

A handwritten signature in black ink, appearing to read 'CG', with a long horizontal flourish extending to the right.

Craig R. Garey  
President



**Purchasing Division**

**Invitation to Bid**

IFB-3279-10-DH

Roof Replacement for the Municipal Operations Center Building

**Responses Due:**

November 15, 2010 prior to 3:30pm

250 N. 5<sup>th</sup> Street

City Clerk's Office, Room #111

Grand Junction, CO 81501

**Purchasing Representative:**

Duane Hoff Jr.

Buyer

[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

Phone (970) 244-1545

**Technical/Scope of Services Questions:**

James Stavast

Facilities Manager

[james@gjcity.org](mailto:james@gjcity.org)

Phone (970) 244-1566

October 29, 2010

This solicitation has been developed specifically to solicit competitive responses for the Roof Replacement for the Municipal Operations Center Building, 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**

Roof Replacement for the Municipal Operations Center Building

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## **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 replace existing roof for the Municipal Operations Center Building located at 333 West Avenue, Building A. 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 on **November 5, 2010 at 11:00am at the Municipal Operations Center Building located at 333 West Avenue, Building A.** The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.2. Prequalification Requirement:** Contractors submitting bids over \$50,000 must be pre-qualified in accordance with the City's "*Rules and Procedures for [Pre-qualification of Contractors](#).*" All bids received by the specified time will be opened, but the City will reject bids over \$50,000 from contractors who have not been prequalified. Application forms for prequalification are available at the Administration Office of the Department of Public Works and Planning, City Hall, 250 North Fifth Street, Room 245. Call 970-256-4126 or 970-244-1555 for additional information. Due to the time required to process applications, *all applications must be submitted no later than two weeks prior to the Response Due Date.* Application link: [Prequalification Application](#)
- 1.3. Plan Holders List:** Any Offerors that want to be included on the Plan Holders List for this project should contact the Purchasing Representative with their information at [duaneh@gjcity.org](mailto:duaneh@gjcity.org).
- 1.4. Delivery of Bids:** Contractor shall submit a copy of their bid in a sealed envelope marked **IFB-3279-10-DH, 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.
- 1.5. 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.
- 1.6. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered

- 1.7. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the Purchasing Division, **250 N 5<sup>th</sup> Street, Room #245, Grand Junction, CO 81501, 970-244-1533.**
- 1.8. 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.
- 1.9. 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.
- 1.10. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on Bidnet at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). 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.
- 1.11. Taxes:** The City is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.12. Prices:** In the event of a discrepancy between the prices stated in words and those in figures, the words shall control.
- 1.13. 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.
- 1.14. 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.
- 1.15. 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:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City of Grand Junction, shall constitute a contract equally binding between the City and Offeror. 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 Bid documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed 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 and drawings contained herein. All drawings, specifications and copies 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. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.
- 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 signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.14. 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 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 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: Offerors 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 Bid 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. Retention:** 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 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, 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.

- 2.30. 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 Purchasing Division.
- 2.31. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the City.
- 2.32. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.33. Confidentiality:** All information disclosed by the City to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.34. Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this IFB.
- 2.35. City's Project Manager:** The project management for this contract shall be accomplished by:

- James Stavast, Facilities Manager, 244-1566

The Project Manager, on behalf of the City, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

- 2.36. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services 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.
- 2.37. Employment Discrimination:** During the performance of any services per agreement with the City, the Offeror, by submitting a Bid, agrees to the following conditions:
- 2.37.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or

national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.37.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.37.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- 2.38. **Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 2.39. **Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.
- 2.40. **Failure to Enforce:** Failure by the City 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 City to enforce any provision at any time in accordance with its terms.
- 2.41. **Force Majeure:** The Offeror 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 Offeror, unless otherwise specified in the contract.
- 2.42. **Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the City of Grand Junction. The City shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The City shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the City shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 2.43. **Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The City of Grand Junction reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its bid prior to a

determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions.

- 2.44. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the City of Grand Junction.
- 2.45. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City of Grand Junction.
- 2.46. Patents/Copyrights:** The Offeror agrees to protect the City of Grand Junction from any claims involving infringements of patents and/or copyrights. In no event shall the City be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- 2.47. Remedies:** The Offeror and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.48. Venue:** Any agreement as a result of responding to this IFB shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.49. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the City.
- 2.50. Sovereign Immunity:** The City of Grand Junction specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.51. Non-Appropriation of Funds:** The contractual obligation of the City of Grand Junction under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current City of Grand Junction fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.52. Collusion Clause:** Each Offeror by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

- 2.53. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City of Grand Junction. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City of Grand Junction. It does not include quantities for any other jurisdiction. The City of Grand Junction will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City of Grand Junction accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.54. Preferential:** In an effort to maximize value for all taxpayers the **City of Grand Junction does not subscribe to or apply any preference** for local vendors. All Contractors are treated equally, based on the conditions of the unique solicitation. Preference **will not** be given to Contractors within Grand Junction, Mesa County or the State of Colorado over Contractors outside the local community or State.

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

- 3.1. Project Description:** The City of Grand Junction, on behalf of Utilities and Street Systems/Facilities Division is planning to have the following built and installed. Re-Roof of the Municipal Operations Center Building.

The budget will be inclusive of all work, materials, equipment and improvements necessary for the installation and completion of the project.

The City of Grand Junction expects the successful offeror to act as a representative of the City before, during, and at completion of installation. The City of Grand Junction expects to rely on the expertise of the offeror, and expects the offeror to provide all necessary drawings & construction documents. Proposed fees should be all inclusive to the extent possible.

- 3.2. City's Project Manager:** James Stavast, Facilities Manager, 244-1566
- 3.3. Scope of Work:** Contractor shall supply all labor, equipment, materials and permits required to replace existing roof for the Municipal Operations Center Building located at 333 West Avenue, Building A per the following Scope of Work.



3.4.1 Contractors are responsible for verifying all measurements and information prior to the start of work.

3.4.2 The area to be considered consists of the roof over the service bays on the East and West ends of the building. The total of these areas is roughly 14,990 square feet.

3.4.3 Contractor is responsible for obtaining any necessary permits.

3.4.4 New roof material is to be a white 60 mil TPO membrane, or equivalent, with an Energy Star rating.

3.4.5 Contractor will supply the manufacturer's documentation verifying the Energy Star rating of the roofing materials supplied.

3.4.6 Contractor will supply a written one year installation warranty, and a written 15 year manufacturer's warranty on the product.

3.4.7 The new roof shall be mechanically attached. The existing roof deck is comprised of a wood 2" x 6" tongue and groove material over metal trusses.

3.4.8 The contractor shall be responsible for making sure that the deck and insulation materials are sufficiently dry to meet the manufacturer's requirements. The existing insulation material is not subject to degradation from moisture, but it is possible that moisture could be trapped within the roof.

3.4.9 Secure or remove the existing membrane as needed to meet the manufacturer's installation specifications for the warranty.

3.4.10 All terminations, penetrations, trim, cap material and the installation are to meet the warranty requirements of the roofing manufacturer.

3.4.11 Repair/secure the north edge of the roof that has curled up as a result of shrinkage of the existing roof. This has caused a "ponding" problem along this edge of the existing roof that needs to be rectified.

3.4.12 Contractor shall be responsible for proper disposal of all materials, including any dump fees, to be removed from site from the existing roof.

**3.5 IFB Tentative Time Schedule:**

- |                                |                   |
|--------------------------------|-------------------|
| • Invitation for Bid available | October 29, 2010  |
| • Recommended Site Visit       | November 5, 2010  |
| • Submittal deadline for bids  | November 15, 2010 |
| • Contract execution           | November 19, 2010 |
| • Work begins no later than    | November 29, 2010 |

### 4. Contractor's Bid Form

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

**City of Grand Junction Project: IFB-3279-10-DH Roof Replacement for the Municipal Operations Center Building**

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

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

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

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

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

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

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

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

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ By: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ By: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_ By: \_\_\_\_\_

**PRICE PROPOSAL:** IFB-3279-10-DH Roof Replacement for the Municipal Operations Center Building

Item	Unit	Description	Total Project Price
1.	All	All labor, materials, equipment, & permits required to complete Roof Replacement for Municipal Operations Center Building per Scope of Work.	

**Total Fixed Price/Lump Sum Price Written:**

**Item 1:** \_\_\_\_\_

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

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

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

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



PURCHASING DIVISION

## ADDENDUM NO. 1

**DATE:** November 1, 2010  
**FROM:** City of Grand Junction  
Purchasing Division  
**TO:** All Offerors  
**RE:** IFB-3279-10-DH Roof Replacement for the Municipal Operations  
Center Building

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

Please make note of the following changes to the Roof Replacement for the Municipal Operations Center Building Invitation for Bid.

Add the following:

1. For **Section 1.2 "Prequalification Requirement"**, Contractors submitting bids over \$50,000 must be pre-qualified in accordance with the City's "Rules and Procedures for Prequalification of Contractors". **Prequalification Applications for this project shall be submitted by Contractors no later than Monday, November 8, 2010.**

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

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", is written over the printed name.

Duane Hoff Jr.  
Buyer



PURCHASING DIVISION

## **ADDENDUM NO. 2**

**DATE:** November 9, 2010  
**FROM:** City of Grand Junction  
Purchasing Division  
**TO:** All Offerors  
**RE:** IFB-3279-10-DH Roof Replacement for the Municipal Operations  
Center Building

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

Please make note of the following changes to the Roof Replacement for the Municipal Operations Center Building Invitation for Bid.

**Webpage for the prequalification application:**

**<http://www.gjcity.org/CityDeptWebPages/PublicWorksAndUtilities/Engineering/InvitationstoBidBidSchedules.htm>**

Replace 3.4.6 with:

**3.4.6** Contractor will supply a written one year installation warranty, and a written 15 year manufacturer's leak proof warranty on the membrane, to include labor.

- Further investigation of the insulation and roof deck reveal that the insulation is dry along the deck and that there appears to be no rotten areas in the deck.
- The existing insulation materials are to remain.
- Install a ½" recover board of OSB or Densdeck over the existing roof to prevent possible penetrations from below. A wood fiber recover board is not acceptable.
- Supply and install new shop fabricated gutters and downspouts.
- Job site is to be cleaned and secured daily.
- Staging for this work will be along the north edge of the building.

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

### 4. Contractor's Bid Form

**Bid Date:** November 15, 2010

**City of Grand Junction Project:** IFB-3279-10-DH Roof Replacement for the Municipal Operations Center Building

**Bidding Company:** WeatherSure Systems, Inc.

**Name of Authorized Agent:** Craig R. Garey, President *CRG@weathersure.net*  
303-417-7329 cell

**Telephone** 303-781-5454 **Address** 3333 S. Platte River Drive

**City** Sheridan **State** CO **Zip** 80110

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

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

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

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

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

Addendum No. 1 Dated: 11/1/10 By: *CRG*

Addendum No. 2 Dated: 11/9/10 By: *CRG*

Addendum No.        Dated:        By:

**PRICE PROPOSAL:** IFB-3279-10-DH Roof Replacement for the Municipal Operations Center Building

Item	Unit	Description	Total Project Price
1.	All	All labor, materials, equipment, & permits required to complete Roof Replacement for Municipal Operations Center Building per Scope of Work.	\$ 49,848.00

**Total Fixed Price/Lump Sum Price Written:**

Item 1: Forty Nine Thousand, Eight Hundred Forty Eight

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

Company: WeatherSure Systems, Inc.

Authorized Signature: 

Title: President



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Weathersure Systems, Inc., a Corporation organized under the laws of the State of \_\_\_\_\_, hereinafter referred to as the "Contractor" and Travelers Casualty & Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized and licensed to transact business in the State of Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand Junction, Colorado, hereinafter referred to as the "City," in the penal sum of Forty-nine Thousand Eight Hundred Forty Eight and 00/100 Dollars \*\*\* \_\_\_\_\_ dollars (\$49,848.00\*\*\*\*\*), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 16th day of November, 20 10, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of "Roof Replacement for the Municipal Operations Center Building" (the "Project") and Contract No!FB-3279-10-DH if appropriate, in accordance with the Contract, Special Conditions, Special Provisions, General Contract Conditions, Contract Drawings, Specifications and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the "Contract".

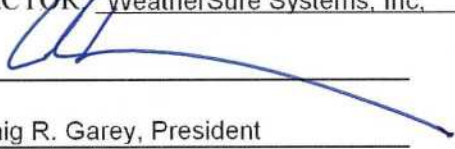
NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor, materials, rental machinery, tools or equipment, used or performed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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 16th day of November, 2010.

CONTRACTOR: WeatherSure Systems, Inc.

By: 

Title: Craig R. Garey, President

ATTEST:

  
Secretary

SURETY: Travelers Casualty & Surety Company of America

By: 

Title: Gail D Clark, Attorney In Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222136

Certificate No. 003496220

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mary E. Ficken, Martha A. Richardson, Jana L. Cardinal, Gail D. Clark, and Mary C. Hargrove

of the City of Greenwood Village, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of February, 2010.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 17th day of February, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned WeatherSure  
Systems, Inc., a Corporation organized under the laws of the State  
of Colorado, hereinafter referred to as the "Contractor" and Travelers Casualty & Surety  
Company of America, a corporation organized under the laws of the State of  
Connecticut, and authorized and licensed to transact business in the State of Colorado,  
hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand  
Junction, Colorado, hereinafter referred to as the "City", in the penal sum of Forty-nine Thousand  
Eight Hundred Forty Eight and 00/100 Dollars \*\*\*  
           dollars (\$49,848.00\*\*\*), lawful money of the United States of America, for the  
payment of which sum the Contractor and Surety bind themselves and their heirs, executors,  
administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the 16th day of November, 2010,  
entered into a written contract with the City for furnishing all labor, materials, equipment, tools,  
superintendence, and other facilities and accessories for the construction of "Roof Replacement  
for the Municipal Operations Center Building" (the "Project") and Contract  
No. IFB-3279-10-DH if appropriate, in accordance with the Contract, Special Conditions, Special  
Provisions, General Contract Conditions, Contract Drawings, Specifications and all other  
Contract Documents therefor which are incorporated herein by reference and made a part hereof,  
and are herein referred to as the "Contract".

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

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

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

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


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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 16th day of November, 2010.

CONTRACTOR: WeatherSure Systems, Inc.

By: 

Title: Craig R. Garey, President

ATTEST:   
Secretary

SURETY: Travelers Casualty & Surety of America

By: 

Title: Gail D. Clark, Attorney-In-Fact

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 222136

Certificate No. 003496219

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Mary E. Ficken, Martha A. Richardson, Jana L. Cardinal, Gail D. Clark, and Mary C. Hargrove

of the City of Greenwood Village, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

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In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

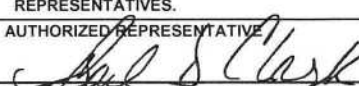
<b>PRODUCER</b> Cherry Creek Ins. Agency, Inc. Suite 500 5660 Greenwood Plaza Blvd. Greenwood Village CO 80111 Phone: 303-799-0110 Fax: 303-799-0156	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b>  Garey Maintenance Systems Inc dba WeatherSure Systems, Inc 3333 S Platte River Drive Sheridan CO 80110	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: First Mercury Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: <b>Hanover Insurance</b></td> <td></td> </tr> <tr> <td>INSURER C: National Union Fire Ins Co PA</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: First Mercury Insurance Co.		INSURER B: <b>Hanover Insurance</b>		INSURER C: National Union Fire Ins Co PA		INSURER D:		INSURER E:	
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INSURER D:													
INSURER E:													

**COVERAGES**

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	FMMA003798	07/01/10	07/01/11	EACH OCCURRENCE	\$ 1000000
		<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000	
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	AHF877561800	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BE010173043	07/01/10	07/01/11	EACH OCCURRENCE	\$ 8000000
						AGGREGATE \$ 8000000 \$ \$ \$	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
B		OTHER Installation Fltr	RDF877561500	07/01/10	07/01/11	Limit 100000 Deduct 2500	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Project No. IFB-3279-10-DH Roof Replacement for the Municipal Operations Building

<b>CERTIFICATE HOLDER</b>  City of Grand Junction 250 N 5th Street Grand Junction CO 81501	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2010

PRODUCER (303)824-6600 FAX: (303)370-0118  
Moody Insurance Agency, Inc.  
3773 Cherry Creek North Drive  
Suite 800  
Denver CO 80209-3804

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED  
WeatherSure Systems, Inc.  
3333 S. Platte River Drive  
Englewood CO 80110-2140

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Pinnacol Assurance	41190
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

### COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS / UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	3471401	7/1/2010	7/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Re: License  
This certificate is subject to the terms, conditions, and exclusions of the policies. A 10-day notice of cancellation will apply in the event of non-payment of premium.

### CERTIFICATE HOLDER

### CANCELLATION

City of Grand Junction  
P.O. Box 20000  
Grand Junction, CO 81502-5005

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
E Threlkeld, CRIS/CHR *Eun Threlkeld*