



**Purchasing Division**

**Change Order # 2**

Date: December 7, 2022  
 Contractor: Arctic Cooling and Heating  
 From: Larry Brown, City of Grand Junction, Utilities Department  
 Project: RTU Replacement Persigo WWTP  
 PO #: 2021-00000282  
 Contract No.: IFB-4923-21-SH

Description: The above referenced contract shall be modified as follows: Additional balancing required for project completion.

**Summary of Contract Price Adjustments:**

Original Contract	\$290,006.00
Approved Change Orders to Date	\$10,944.78
<u>This Change Order</u>	<u>\$651.47</u>
Revised Contract Amount	\$301,602.25

**Summary of Contract Time Adjustments:**

Original Contract Time	54 Calendar Days
Approved Change Orders to Date	195 Calendar Days
<u>This Change Order</u>	<u>0 Calendar Days</u>
Revised Contract Time	249 Calendar Days (April 24, 2022)

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

Owner: City of Grand Junction

Prepared by: DocuSigned by: Duane Hoff Jr. Date: 12/7/2022  
9F789E7D50F148C  
 Duane Hoff Jr., Contract Administrator

Approved by: DocuSigned by: Kurt Carson - Wastewater Services Manager - City of Grand Junction Date: 12/8/2022  
C7F8A0B529CB437  
 Kurt Carson, Wastewater Services Manager

Contractor: Arctic Cooling and Heating

Signature: DocuSigned by: Damien Loy Date: 12/7/2022  
B2788A1E19B1477...

Name and Title: Damien Loy - President - Arctic Cooling and Heating

**ARCTIC COOLING & HEATING, INC.**

**321 Pitkin Ave.**

**GRAND JUNCTION, CO 81501**

**Phone (970)248-9196 office**

**damien@arcticgj.com**

**216-7387 cell**

**Proposal for the following**

**Provide and install Trane controls per plans and specs.**

**Extra Balancing \$550.00**

**15% OH/MU \$82.50**

**3% for Bond overage \$18.97**

**Grand Total \$651.47**



## Purchasing Division

## Change Order # 1

Date: March 29, 2022  
 Contractor: Arctic Cooling and Heating  
 From: Larry Brown, City of Grand Junction, Utilities Department  
 Project: RTU Replacement Persigo WWTP  
 PO #: 2021-00000282  
 Contract No.: IFB-4923-21-SH

Description: The above referenced contract shall be modified as follows: The extra equipment is needed for the Trane AHU at Operations to have control of the system.

## Summary of Contract Price Adjustments:

Original Contract	\$290,006.00
Approved Change Orders to Date	\$0.00
<u>This Change Order</u>	<u>\$10,944.78</u>
Revised Contract Amount	\$300,950.78

## Summary of Contract Time Adjustments:

Original Contract Time	54 Calendar Days
Approved Change Orders to Date	0 Calendar Days
<u>This Change Order</u>	<u>195 Calendar Days</u>
Revised Contract Time	249 Calendar Days (April 24, 2022)

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

Owner: City of Grand Junction

Prepared by: DocuSigned by:  
Duane Hoff Jr., Contract Administrator - City of Grand Junction  
9F789E7D50F14BC  
 Duane Hoff Jr., Contract Administrator Date: 4/1/2022

Approved by: DocuSigned by:  
Kurt Carson - Wastewater Services Manager - City of Grand Junction  
C7F8A0B529CB437...  
 Kurt Carson, Wastewater Services Manager Date: 4/4/2022

Contractor: Arctic Cooling and Heating

Signature: DocuSigned by:  
Damien Loy  
B2788A1E19B1471...  
 Date: 3/31/2022

Name and Title: Damien Loy - President - Arctic Cooling and Heating  
 President

ARCTIC COOLING & HEATING, INC.  
321 Pitkin Ave.  
GRAND JUNCTION, CO 81501  
Phone (970)248-9196 office  
damien@arcticgj.com  
216-7387 cell

Proposal for the following

Provide and install Trane controls per plans and specs.

Trane Controls \$9,240.00  
15% OH/MU \$1,386.00  
3% for Bond overage \$318.78

Grand Total \$10,944.78





# Proposal

The Trane Company

**Prepared For:**  
Arctic Cooling & Heating - Damien Loy

**Date:** February 28, 2022  
**Printed:** March 31, 2022 at 6:33 PM  
**CRM#:** 2079611

**Job Name:**  
Persigo Wastewater Treatment  
RTU Replacement – Change-Order 01  
2145 River Road  
Grand Junction, Colorado 81505

**Engineer:**  
Bighorn Consulting Engineers, Inc.

**Payment Terms:**  
Net 30 Days

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**The Trane Company will provide a web-based Trane Tracer SC+ Building Automation System (BAS) for the above-mentioned project with the following qualifications, and with reference to the attached terms and conditions:**

**Items provided by Trane BAS Department:**

- Update Engineered Control Drawings, Installation, Labor, and Material, Project Supervision, System Programming, BAS Checkout and Verification, One-year (1) Parts and Labor Warranties

**Remove the following from Trane's Scope of Work:**

- (3) Existing Duct Reheat Coils; DHC-1, DHC-2, and DHC-3
  - o (1) Field provided and wired Trane UC600 BACnet Controller
  - o For each Duct Reheat Coil provide the following field wiring:
    - Wire existing Hot Water Control Valve Signal
    - Provide and wire new Space Temperature Sensor
    - Provide and wire new Discharge Air Temperature Sensor

**Add the following to Trane's Scope of Work:**

- (6) Existing VAV Terminal Units with Electric Reheat; VAV-101 through VAV-106
  - o Remove and replace the existing ASIC/1-6000 Controller with new Trane Symbio 210 BACnet Controller with Actuator and Pressure Transducer
    - Install over the existing damper shaft
    - Wire 24VAC power to the Symbio 210, reuse existing 24VAC power
    - Reconnect the existing Low and High poly-tubing to the Pressure Transducer
    - Wire new BACnet Communication Link
  - o For VAV-103 Only, rewire existing Stages of Electric Heat, 2-Stages
  - o For VAV-103 Only, provide and wire Discharge Air Temperature Sensor
  - o Provide and wire new Trane Space Temperature Sensor, remove the existing Space Temperature Sensor and wire
- (1) Existing Bypass Damper; BP-101
  - o Field provided Trane Symbio 210 Bypass Controller
    - Wire 24VAC power from field installed Transformer
    - Wire new BACnet Communication Link
    - Wire existing Bypass Damper Actuator Control
    - Wire new Discharge Air Temperature Sensor
    - Install Duct Pressure Reference and connect the DPT included with the Symbio 210

**Exclusions and Qualifications:**

- Web enabled front end requires owner-provided IP Address and IP Ethernet wire drop located nearby SC
- All work is to be performed during normal business hours M-F / 7am-5pm.
- No cutting, patching or painting is included.

- All wiring for low voltage control will be using Plenum Rated Cable and installed loose and neatly above Drop Ceilings that are Plenum Rated. Where necessary, the wire will be installed EMT Conduit, these areas include Mechanical Rooms and above Hard Lid Ceilings without Access.

<b>Line Item Description</b>	<b>Pricing</b>
<b>Persigo Wastewater Treatment Plant – Change-Order 01</b>	<b>\$ 9,240.00</b>

**Dean Beech**  
**Building Automation Systems**

**TERMS AND CONDITIONS – COMMERCIAL INSTALLATION**

“Company” shall mean Trane Canada ULC for Work performed in Canada, and Trane U.S. Inc. for Work performed in the United States.

**1. Acceptance; Agreement.** These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

**2. Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

**3. Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company’s option, the order will be cancelled. Any delay in shipment caused by Customer’s actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.

**4. Exclusions from Work.** Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

**5. Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

**6. Payment.** Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

**7. Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so.

**8. Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

**9. Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

**10. Permits and Governmental Fees.** Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

**11. Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

**12. Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company’s cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

**13. Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement (“Pre-Existing Conditions”), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**14. Asbestos and Hazardous Materials.** Company’s Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl (“PCB”), or other hazardous materials (hereinafter, collectively, “Hazardous Materials”). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company’s Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall

Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

**15. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**16. Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

**17. Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

**18. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.**

**19. COVID-19 LIMITATION ON LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL TRANE BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO COVID-19 (INCLUDING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "COVID-19 LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES TRANE FROM ANY SUCH COVID-19 LIABILITIES.**

**20. Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

**21. Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trane; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY .OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, IS MADE REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL TRANE HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

**22. Insurance.** Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

**23. Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

**24. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed

shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

**25. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**26. U.S. Government Work.**

**The following provision applies only to direct sales by Company to the US Government.** The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

**The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**27. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.251-10(0720)  
Supersedes 1-26.251-10(0620)



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

CONTRACT

This CONTRACT made and entered into this 19th day of August, 2021 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Arctic Cooling and Heating hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner 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 IFB-4923-21-SH RTU Replacement Persigo WWTP.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
b. Solicitation Documents for the Project and all Addenda; IFB-4923-21-SH;
c. Contractors Response to the Solicitation
d. Work Change Requests (directing that changed work be performed);
e. Field Orders
f. Change Orders.

ARTICLE 2

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

### ARTICLE 3

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

### ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Two Hundred Ninety Thousand Six Dollars (\$290,006.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1) the Owner has accepted such Work as completed according to the Contract Documents; 2) the Contractor is entitled to final payment therefore; 3) thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4) persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a 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 5

Contract Binding: The Owner 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 Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

### ARTICLE 6

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

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

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: *Susan Hyatt*  
Title: Senior Buyer

8/19/2021 | 16:21 MDT  
Date

**ARCTIC COOLING AND HEATING**

DocuSigned by:  
By: *Damien Loy*  
Title: President

8/19/2021 | 15:18 PDT  
Date





# AIA Document A312™ – 2010

## Performance Bond

Bond Number: 69016

### CONTRACTOR:

*(Name, legal status and address)*

Arctic Cooling & Heating, Inc.  
321 Pitkin Ave.  
Grand Junction, CO 81501

### OWNER:

*(Name, legal status and address)*

City of Grand Junction  
333 West Avenue, Building B  
Grand Junction, CO 81501

### CONSTRUCTION CONTRACT

Date: 08/19/2021

Amount: \$290,006.00

### Description:

*(Name and location)*

IFB-4923-21-SH / RTU Replacement Persigo WWTP

### BOND

Date: 08/20/2021

*(Not earlier than Construction Contract Date)*

Amount: \$290,006.00

Modifications to this Bond:  None  See Section 16

### CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Arctic Cooling & Heating, Inc.

Signature: *Dan*  
Name: *DANIEL ROY*

and Title: *PRESIDENT*

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

AGENT or BROKER:

### SURETY

Company: *(Corporate Seal)*

American Southern Insurance Company

Signature: *Stefan E. Tauger*  
Name: *Stefan E. Tauger*

and Title: *Stefan E. Tauger, Attorney In Fact*

OWNER'S REPRESENTATIVE:

*(Architect, Engineer or other party:)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



# AIA Document A312™ – 2010

## Payment Bond

Bond Number: 69016

**CONTRACTOR:**

*(Name, legal status and address)*  
Arctic Cooling & Heating, Inc.  
321 Pitkin Ave.  
Grand Junction, CO 81501

**SURETY:**

*(Name, legal status and principal place of business)*  
American Southern Insurance Company  
365 Northridge Rd., Ste. 400  
Atlanta, GA 30350

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*  
City of Grand Junction  
333 West Avenue, Building B  
Grand Junction, CO 81501

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONSTRUCTION CONTRACT**

Date: 08/19/2021

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: \$290,006.00

**Description:**

*(Name and location)*  
IFB-4923-21-SH / RTU Replacement Persigo WWTP

**BOND**

Date: 08/20/2021  
*(Not earlier than Construction Contract Date)*

Amount: \$290,006.00

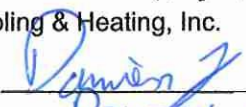
Modifications to this Bond:  None  See Section 18

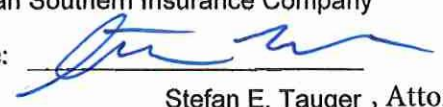
**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Arctic Cooling & Heating, Inc.

**SURETY**

Company: *(Corporate Seal)*  
American Southern Insurance Company

Signature:   
Name: Damien Loy  
and Title: President

Signature:   
Name: Stefan E. Tauger, Attorney In Fact  
and Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

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

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

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY


Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

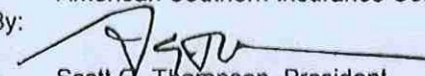
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

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

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 4<sup>th</sup> day of January, 2019.

Attest:  
  
Melonie A. Coppola, Secretary

American Southern Insurance Company  
By:   
Scott G. Thompson, President

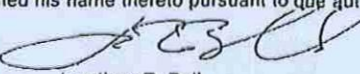


STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

On this 4<sup>th</sup> day of January, 2019, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed, and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

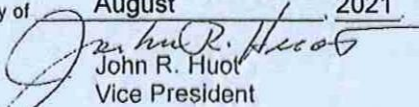


  
Jonathan R. Bell  
Notary Public, State of Georgia  
Qualified in Cherokee County  
Commission Expires March 12, 2021

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 20<sup>th</sup> day of August, 2021

Power No. 49798

  
John R. Huot  
Vice President

Bond # 69016

**DocuGard 04541 – 6 Security Features**

- Prints "VOID" on front when duplicated
- Blue background highlights erasure alterations
- Watermark on back can be seen when sheet is held on an angle
- Coin-reactive ink on watermark changes color when scratched with a coin
- Microtext border contains the DocuGard name and is difficult to copy
- Security Features Box lists tamper-resistant attributes

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Purchasing Division

## Invitation for Bid

**IFB-4923-21-SH**

### **RTU REPLACEMENT PERSIGO WWTP**

#### **Responses Due:**

July 20, 2021 prior to 2:30 P.M.

#### **Accepting Electronic Responses Only Through the Rocky Mountain E-Purchasing System (RMEPS)**

<https://www.bidnetdirect.com/colorado>

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**NOTE: All City solicitation openings will continue to be held virtually.**

#### **Purchasing Representative:**

Susan Hyatt, Senior Buyer

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

970-244-1513

This document has been developed specifically to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All vendors are required to thoroughly review this solicitation prior to responding. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **Invitation for Bids**

## **Table of Contents**

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

# **1. Instructions to Bidders**

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

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to **replace two RTU units located on one building at the Persigo Wastewater Treatment Plant (WWTP)**. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

**IFB Questions:**

Susan Hyatt, Senior Buyer  
[susanh@gjcity.org](mailto:susanh@gjcity.org)

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.2. Mandatory Pre-Bid Meeting:** Prospective bidders are required to attend a mandatory pre-bid meeting on July 1, 2021 at 8:00 A.M. Meeting location shall be at the **Persigo Wastewater Treatment Plant, located at 2145 River Road, Grand Junction, CO 81501**. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

**NOTE:** Bidders that are more than 5 OR 10 minutes late meeting shall not be eligible to submit a bid response to this solicitation process for this project.

- 1.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5. Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (BidNet Colorado) website, [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). The uploaded response shall be a single PDF document with all required information included. This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24

hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

**Please join the virtual bid opening for RTU Replacement Persigo WWTP IFB-4923-21-SH on GoToConnect from your computer using the Chrome browser. <https://app.goto.com/meet/421961917>**

**You can also dial in using your phone.**

**Dial-In**

**(646) 749-3335**

**Access Code**

**421-961-917**

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

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

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Bid.

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

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

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

All names must be typed or printed below the signature.

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

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

- 1.8. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.9. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <http://www.gjcity.org/501/Purchasing-Bids>
- 1.10. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Public Works & Planning/Engineering page at [www.gjcity.org](http://www.gjcity.org). Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.
- 1.11. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.12. **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. Prior to submitting a bid, each Offeror shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly;
  - b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work;
  - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
  - d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
  - e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Offeror access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Offeror's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Offeror deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Offeror shall be subject to prior

approval of Owner and applicable agencies. Offeror shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require the Offeror to execute an access agreement with the Owner prior to accessing the site.

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

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

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

- 1.13. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.
- 1.14. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/501/Purchasing-Bids>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.15. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.16. Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.17. Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.18. Exceptions and Substitutions:** Bidders taking exception to the specifications and/or scope of work shall do so at their own risk. The Owner reserves the right to accept or



reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications and/or scope of work. The absence of such a list shall indicate that the Bidder has not taken exceptions, and if awarded a contract, shall hold the Bidder responsible to perform in strict accordance with the specifications and/or scope of work contained herein.

- 1.19. 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 Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.20. Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that they are responsible, have a practical knowledge of the project bid upon and that they have the necessary financial and other resources to complete the proposed Work.

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

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

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

- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner (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:** Contractor shall submit with their bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at their discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith, and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed

substitution before receipt of Bids, such approval will be set forth in an Addendum. Offeors shall not rely upon approvals made in any other manner.

- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using 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.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not 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.
- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority 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.
- 2.13. 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.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor 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.
- 2.16. Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

The Contractor shall file a copy of the policies or Certificates of Insurance acceptable to the City with the Engineer within ten (10) Calendar Days after issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.

- 2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.18. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.19. 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 Owner may require the services to be redone at no additional expense to the Owner.
- 2.20. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.
- 2.21. 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. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's

Project Manager will promptly make such inspection and, when 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.

- 2.23. 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 contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each bidder shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.24. 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.

- 2.25. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

- 2.26. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter

into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.

- 2.27. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$300.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

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

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

- 2.28. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.29. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, 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.
- 2.30. 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.
- 2.31. 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.

- 2.32. 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.
- 2.33. 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.
- 2.34. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after 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.
- 2.34. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.35. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.37. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.

- 2.38. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.39. 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.
- 2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.40.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.40.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.41. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.43. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.44. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.45. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to

enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

- 2.46. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.47. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and

i. Failure to calculate Bid prices as described herein.

**2.49. Evaluation of Bids and Offerors:** The Owner reserves the right to:

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

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

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

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

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

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

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

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

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

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

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

- 2.51. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.52. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.
- 2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.55. Venue:** Any agreement as a result of responding to this 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.
- 2.56. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.

- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.58. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado law prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.59. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place 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/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.60. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

**2.60.1.** "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the

public health, welfare, or safety and any maintenance programs for the upkeep of such projects

- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.



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

**3.1. GENERAL:** This project will consist of two replacement HVAC Heating Ventilation & Air Conditioning units for Persigo Lab and Operations Building.

**3.2. PROJECT DESCRIPTION:** One building located at the Perisgo WWTP, 2145 River Road, Grand Junction, CO 81505, has two (2) existing rooftop Air Handling Units. Awarded contractor shall provide and install Aqua Aero Corrosion Resistant Coating on inside of unit casing, outside of unit casing, hot water coil, DX coil and condensing section. The system shall be tested and balanced by a certified test and balance contractor.

**3.3. SPECIAL CONDITIONS & PROVISIONS:**

**3.3.1 Mandatory Pre-Bid Meeting:** Prospective bidders are required to attend a mandatory pre-bid meeting on July 1, 2021 at 8:00 A.M. Meeting location shall be at the Persigo Wastewater Treatment Plant, located at 2145 River Road, Grand Junction, CO 81501. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

**NOTE:** Bidders that are more than 5 OR 10 minutes late meeting shall not be eligible to submit a bid response to this solicitation process for this project.

**3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:**

Susan Hyatt, Senior Buyer  
[susanh@qjcity.org](mailto:susanh@qjcity.org)

**3.3.3 Project Manager:** The Project Manager for the Project is Larry Brown, Wastewater Maintenance Supervisor, who can be reached at (970)256-4168. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Persigo Wastewater Treatment Plant  
Attn: Larry Brown, Project Manager  
2145 River Road  
Grand Junction, CO 81505

**3.3.4 Affirmative Action:** The Contractor is not required to submit a written Affirmative Action Program for the Project.

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

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

**3.3.6 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

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

**3.3.7 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the bidder's response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the IFB shall be incorporated into the contract by reference.

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

B. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

**3.3.8 Time of Completion:** The scheduled time of Completion for the Project is 54 Calendar Days from the starting date specified in the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

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

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

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

**3.3.11 Permits:** The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:

- None

The following permits are required for the Project and shall be obtained and paid for by the Contractor, with the costs included in the total bid price for the Project:

- None

**3.3.12 City Furnished Materials:** The City will furnish the following materials for the Project:

- None

**3.3.13 Project Newsletters:** There will be no newsletter for this project.

**3.3.14 Project Sign:** Project signs are not required for this project.

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

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

**3.3.17 Traffic Control:** Traffic control is not needed for this project.

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

**3.3.19 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:

- Project Schedule

**3.3.20 Excess Material:** All excess materials shall be disposed in accordance with General Contract Condition Section 50.

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

#### **3.4. SCOPE OF WORK:**

**3.4.1.** Remove existing 20-ton Intellipak unit from the Persigo Lab building and replace in a one-for-one fashion with new. See Bighorn Engineering drawings, notes and specifications for detail.

**3.4.2.** Remove existing Johnson Controls RTU and adaptor curb from the Operations building and replace with a new Trane 15-ton Voyager in a one-for-one fashion. See Bighorn Engineering drawings, notes and specifications for detail.

**3.4.3.** Contractor shall capture the existing refrigerant charge from the existing rooftop units and dispose of the refrigerant in accordance with EPA regulation 40 CFR Part 82, Subpart F under Section 608 of the Clean Air Act if it is not reused.

**3.4.4.** Contractor shall prove they are authorized to install the manufacturer's unit and meet manufacturer's warranty requirements.

**3.4.5.** Contractor shall secure all necessary permits and pay all fees.

**3.4.6.** Contractor is responsible for verifying all data and measurements before starting work.

**3.4.7.** All installation work shall meet current codes.

- 3.4.8. The attached Bighorn Engineering drawings, notes, and specifications are part of this scope of work.
- 3.4.9. Old RTU equipment shall be removed and properly disposed of.
- 3.4.10. Provide a written report on equipment start up and verify proper operation.
- 3.4.11. Provide controls training for the Perisgo staff.
- 3.4.12. Contractor is to provide a one-year written workmanship warranty along with the equipment manufacturer's warranties.
- 3.4.13. Provide owner with one electronic copy on a flash drive and one paper copy of specification sheets, warranty/s, and O & M manuals for all equipment.

3.5 **Attachments:** Bighorn Engineering Drawings (4 sheets) – [Attachment 1](#).

3.6 **Contractor Bid Documents:** For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.

- **Contractor's Bid Form**
- **Price Bid Schedule**
- **References**

3.7 **IFB TENTATIVE TIME SCHEDULE:**

Invitation For Bids available on or about	June 18, 2021
Mandatory Pre-Bid Meeting	July 1, 2021
Inquiry deadline, no questions after this date	July 9, 2021
Addendum Posted	July 12, 2021
Submittal deadline for proposals	July 20, 2021
City Council Approval	August 4, 2021
Notice of Award & Contract execution	August 6, 2021
Bonding & Insurance Cert due	August 13, 2021
Preconstruction meeting	August 17, 2021
Work begins	After receipt of RTU Units
Final Completion	Ten days after work begins
Holidays:	Independence Day, Labor Day

## 4 Contractor's Bid Form

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

**Project:** IFB-4923-21 SH "RTU Replacement"

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

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

**Email** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Price Bid Schedule      IFB-4923-21-SH**

Item No.	Description	Make/Model	Price
1	Persigo Lab		
2	Operations		
Total Bid Amount			

Total Bid Amount Written: \_\_\_\_\_dollars





Bighorn Consulting Engineers, Inc. Mechanical & Electrical Engineers

SUBSTITUTIONS:

A. SUBSTITUTIONS: SUBSTITUTION OF SPECIFIED EQUIPMENT WILL BE ALLOWED THROUGH A PRIOR APPROVAL PROCESS INITIATED BY THE CONTRACTOR...

EXAMINATION OF SITE, DRAWINGS, SPECIFICATIONS:

A. EXAMINE CAREFULLY THE SITE AND CONDITIONS OF THE SITE. PROVIDE ALL NECESSARY EQUIPMENT AND LABOR TO INSTALL A COMPLETE WORKING SYSTEM WITHIN THE SITE CONDITIONS.

B. EXAMINE THE DRAWINGS AND SPECIFICATIONS AND 5 DAYS PRIOR TO BIDDING REPORT ANY ERRORS, OMISSIONS, INCONSISTENCIES, AND CONFLICTS TO THE ENGINEER TO BE REMEDIATED IN AN ADDENDUM TO THE PROJECT PRIOR TO BID TIME.

C. DRAWINGS ARE DIAGRAMMATIC AND CATALOG NUMBERS GIVEN ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE CAPACITY OF THE EQUIPMENT MEETS THE DRAWING REQUIREMENTS AND SHALL NOT DIMENSION FROM THE MECHANICAL, PLUMBING, OR PIPING DRAWINGS.

D. THE LATEST ADOPTED VERSIONS OF THE INTERNATIONAL BUILDING CODES SHALL BE USED AS REQUIRED. THIS WILL ALSO INCLUDE THE LATEST ADOPTED VERSIONS OF THE MECHANICAL, PLUMBING AND ENERGY CONSERVATION CODES.

E. WHERE INSTALLATION PROCEDURES OR ANY PART THEREOF ARE REQUIRED TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER OF THE MATERIAL BEING INSTALLED, PRINTED COPIES OF THESE RECOMMENDATIONS SHALL BE FURNISHED TO THE ENGINEER PRIOR TO INSTALLATION.

RESPONSIBLE DIVISION:

UNLESS OTHERWISE INDICATED ALL HEATING, VENTILATING, AIR CONDITIONING, PLUMBING, AND OTHER MECHANICAL EQUIPMENT, MOTORS, AND CONTROLS SHALL BE FURNISHED, SET IN PLACE AND WIRED AS FOLLOWS:

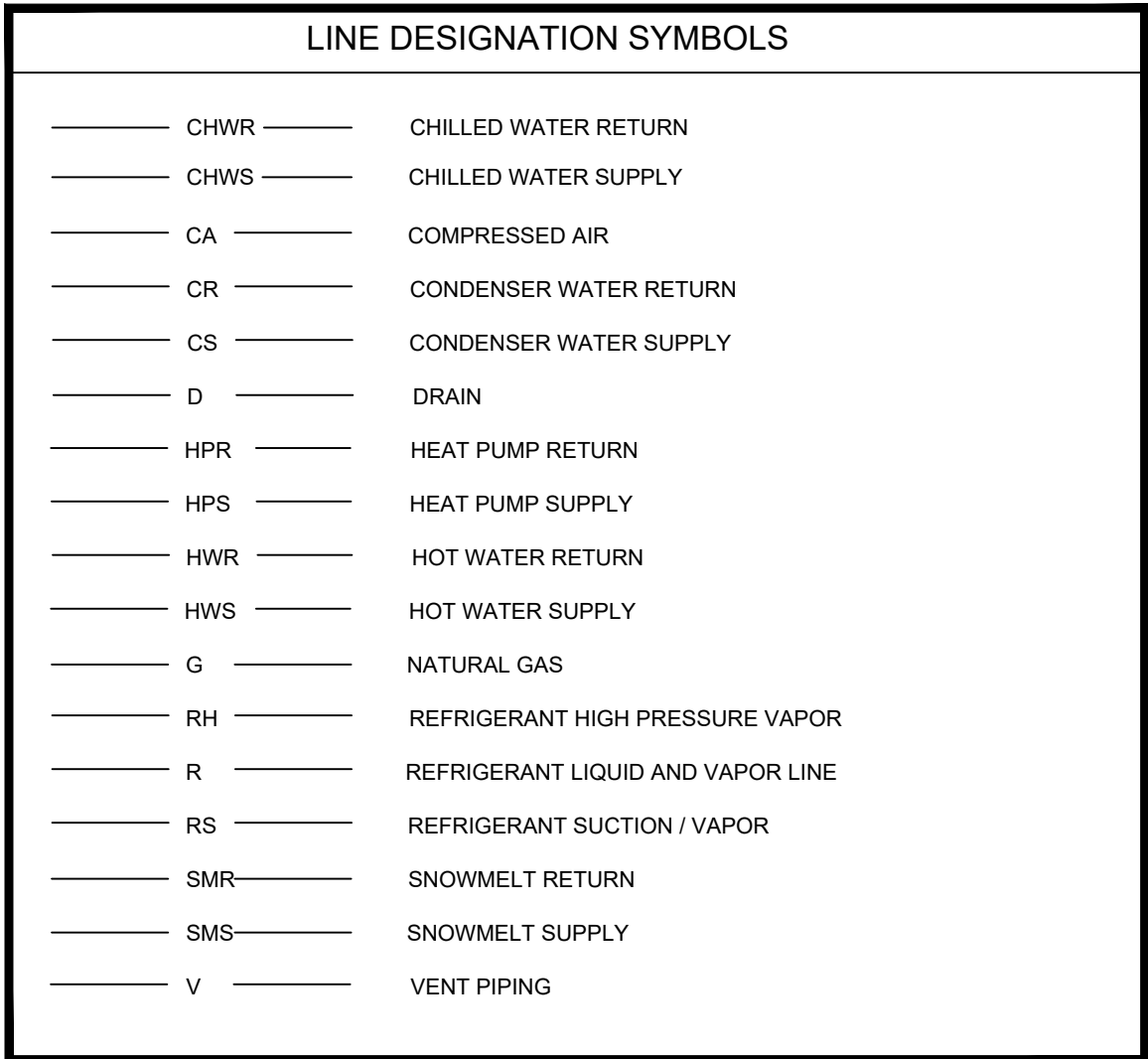
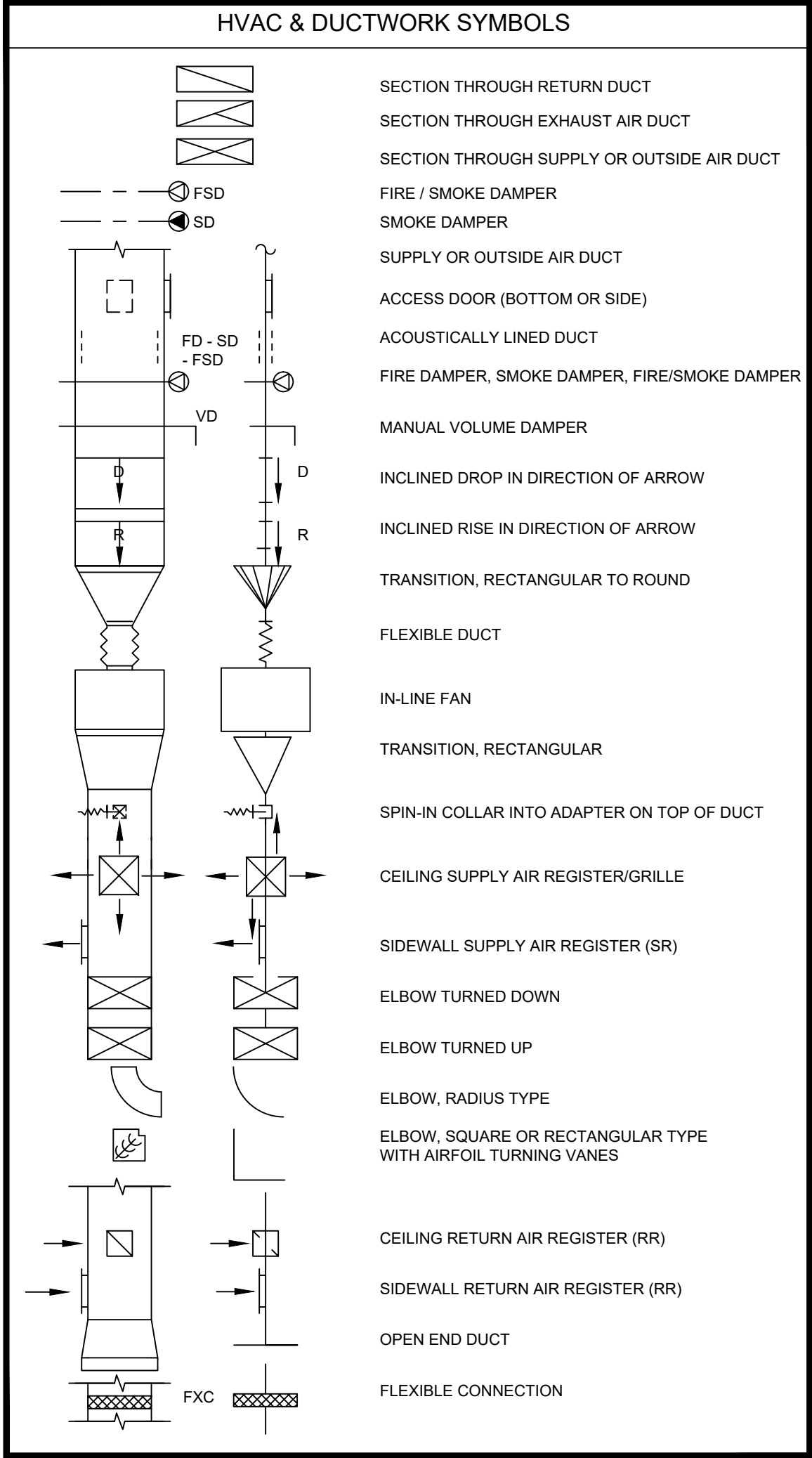
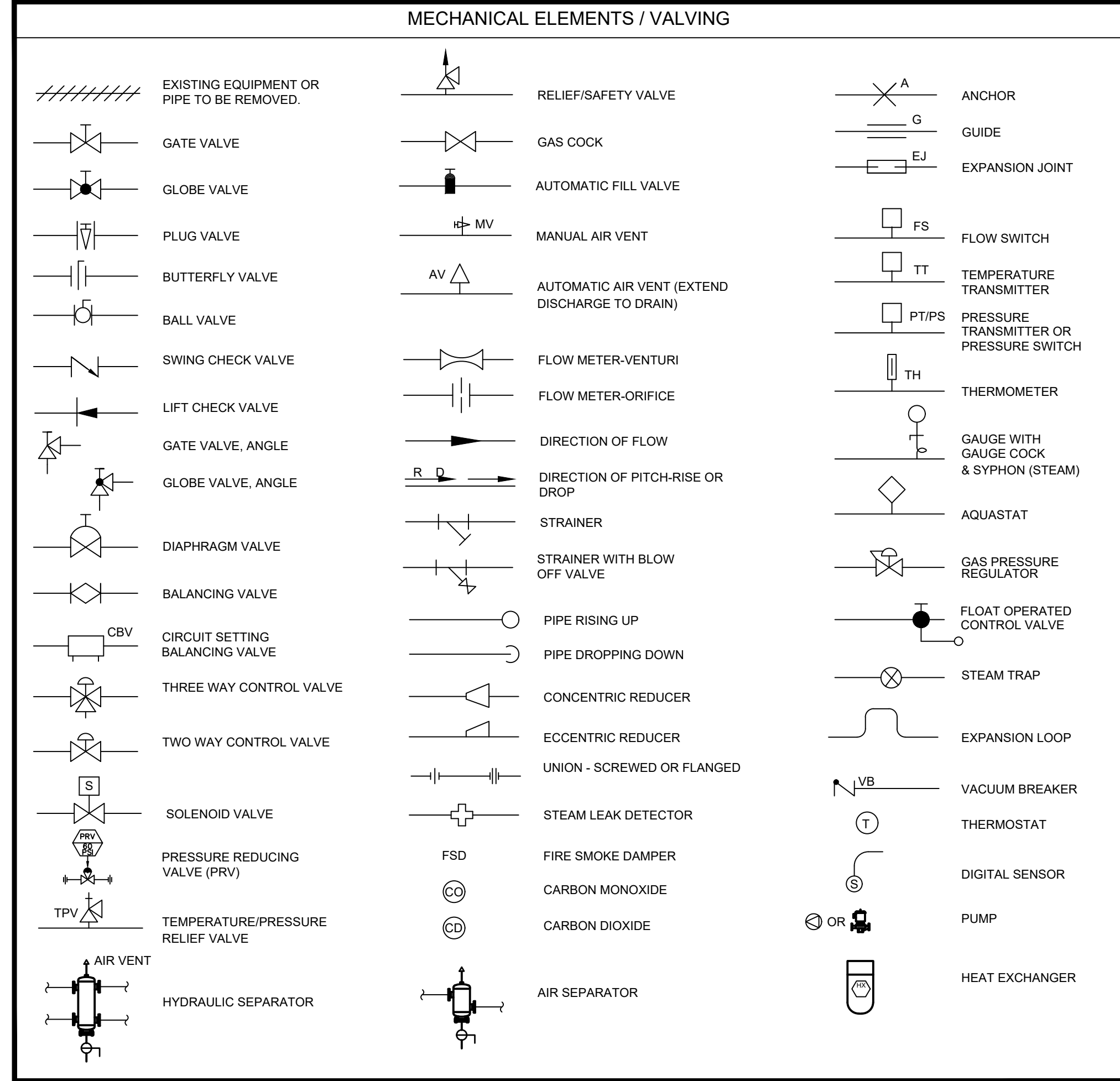
Table with columns: ITEM, FURNISHED, SET, POWER WIRED, CONTROL WIRED. Lists various electrical and mechanical items and their quantities.

SUBSCRIPT FOOTNOTES:

- 1. MOTOR STARTER TO INCLUDE CONTROL TRANSFORMER, HOA SWITCH, (1) NO AND (1) NC AUXILIARY CONTACT, AND 'ON' AND 'OFF' PILOT LIGHTS.
2. IF ITEM IS FOR LINE VOLTAGE, SET IN PLACE AND CONNECT UNDER DIVISION 26. WHERE FACTORY MOUNTED ON EQUIPMENT OR ATTACHED TO PIPING OR DUCTS AND USING LINE VOLTAGE FURNISH AND SET UNDER DIVISION 23. CONNECT UNDER DIVISION 26.

ABBREVIATIONS:

Large table of abbreviations and their meanings, including terms like CHWR, HWS, CR, HPR, HPS, HWS, G, RH, R, RS, SMR, SMS, V, etc.



MECHANICAL GENERAL NOTES:

- 1. DRAWING IS DIAGRAMMATIC IN NATURE. LOCATIONS AND SIZES MAY VARY DURING FIELD COORDINATION & INSTALLATION OF MECHANICAL, PLUMBING, & ELECTRICAL. DRAWINGS DO NOT NECESSARILY INDICATE EVERY REQUIRED OFFSET, FITTING, ETC. DRAWINGS ARE NOT TO BE SCALED FOR DIMENSIONS. TAKE ALL DIMENSIONS FROM ARCHITECTURAL DRAWINGS, CERTIFIED EQUIPMENT DRAWINGS AND FROM THE STRUCTURE ITSELF BEFORE FABRICATING ANY WORK. VERIFY ALL SPACE REQUIREMENTS COORDINATING WITH OTHER TRADES, AND INSTALL THE SYSTEMS IN THE SPACE PROVIDED WITHOUT EXTRA CHARGES TO THE OWNER.
2. DUCT DIMENSIONS DO NOT REFLECT ADDITIONAL DIMENSIONS FOR INSULATION. ALL DUCTING SHALL BE INSULATED PER 2009 IECC CODE REQUIREMENTS. (SUPPLY AND RETURN AIR DUCTS AND PLENUMS SHALL BE INSULATED WITH NOT LESS THAN R-6 INSULATION WHERE LOCATED IN UNCONDITIONED SPACES AND WHERE LOCATED OUTSIDE THE BUILDING WITH NOT LESS THAN R-8 INSULATION IN CLIMATE ZONES 1 THROUGH 4 AND NOT LESS THAN R-12 INSULATION IN CLIMATE ZONES 5 THROUGH 8. WHERE LOCATED WITHIN A BUILDING ENVELOPE ASSEMBLY, THE DUCT OR PLENUM SHALL BE SEPARATED FROM THE BUILDING EXTERIOR OR UNCONDITIONED OR EXEMPT SPACES BY NOT LESS THAN R-8 INSULATION IN CLIMATE ZONES 1 THROUGH 4 AND NOT LESS THAN R-12 INSULATION IN CLIMATE ZONES 5 THROUGH 8. MESA COUNTY IS CLIMATE ZONE 5B)
3. COORDINATE FINAL LOCATION OF THERMOSTAT WITH OWNER PRIOR TO INSTALLATION. IF THERMOSTAT IS LOCATED ON EXTERIOR WALL PROVIDE THERMOSTAT WITH INSULATED BACKING.
4. CONDENSING WATER HEATER, GAS FURNACE, AND BOILER VENT MATERIAL SHALL COMPLY WITH MANUFACTURER'S LISTED AND APPROVED MATERIALS.
5. ALL REFRIGERANT LINES SHALL BE INSULATED IN A WORKMAN LIKE MANNER PER MANUFACTURER'S INSTRUCTIONS. REFRIGERANT LINES SET LONGEST LENGTHS SHALL BE 75'.
6. ROUTE CONDENSATE FROM CONDENSING MECHANICAL EQUIPMENT TO CONDENSATE NEUTRALIZATION KITS. CONDENSATE FROM NEUTRALIZATION KITS SHALL BE DISCHARGED INDIRECTLY THROUGH AIR GAP TO NEAREST FLOOR DRAIN.
7. MECHANICAL CONTRACTOR SHALL FIELD LOCATE EXISTING DUCTWORK PRIOR TO CONSTRUCTION. MECHANICAL CONTRACTOR SHALL COORDINATE TIE IN CONNECTION POINTS OF NEW SUPPLY DIFFUSERS WITH EXISTING DUCTWORK AS NECESSARY.
8. CONTRACTOR SHALL CLEAN AND SERVICE ALL EXISTING EQUIPMENT TO REMAIN. CONTRACTOR SHALL VERIFY ALL EQUIPMENT TO REMAIN IS PROPERLY FUNCTIONING PRIOR TO RE-USING EQUIPMENT. CONTRACTOR TO INSURE THAT FINAL MECHANICAL SYSTEM WILL OPERATE AS INTENDED ON PROVIDED DRAWINGS.
9. MECHANICAL EQUIPMENT MANUFACTURERS AS SCHEDULED ON MECHANICAL DRAWINGS ARE SUGGESTED MANUFACTURERS. UNLESS NOTED OTHERWISE DUE TO OWNER/CLIENT REQUIREMENTS AND PREFERENCES, MECHANICAL CONTRACTOR CAN SUBMIT EQUIVALENT EQUIPMENT FROM MANUFACTURERS THAT DIFFER FROM SCHEDULED MECHANICAL EQUIPMENT. ALTERNATE MANUFACTURERS OF MECHANICAL EQUIPMENT WILL BE REVIEWED FOR EQUIVALENCE OF PERFORMANCE AND FUNCTIONALITY BY ENGINEER.

DO NOT REPRODUCE THESE DRAWINGS AND SPECIFICATIONS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER. THE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF THE SERVICE AND SHALL REMAIN THE PROPERTY OF THE DESIGNER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANYONE ON ANY OTHER PROJECTS FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER.

101 W 11th Street #109-C Durango, CO 81301 Phone: (970) 422-7676



Bighorn Consulting Engineers, Inc. Mechanical & Electrical Engineers

PERSIGO TREATMENT PLANT LABORATORY RTU REPLACEMENT 2145 RIVER ROAD GRAND JUNCTION, COLORADO

Table with columns: DATE, ISSUED FOR, 100% CONSTRUCTION DOCUMENTS.

Table with columns: DATE, JOB NO., DRAWN BY, CHECKED BY, SCALE, SHEET NUMBER.

MO-1

**GENERAL NOTES:**

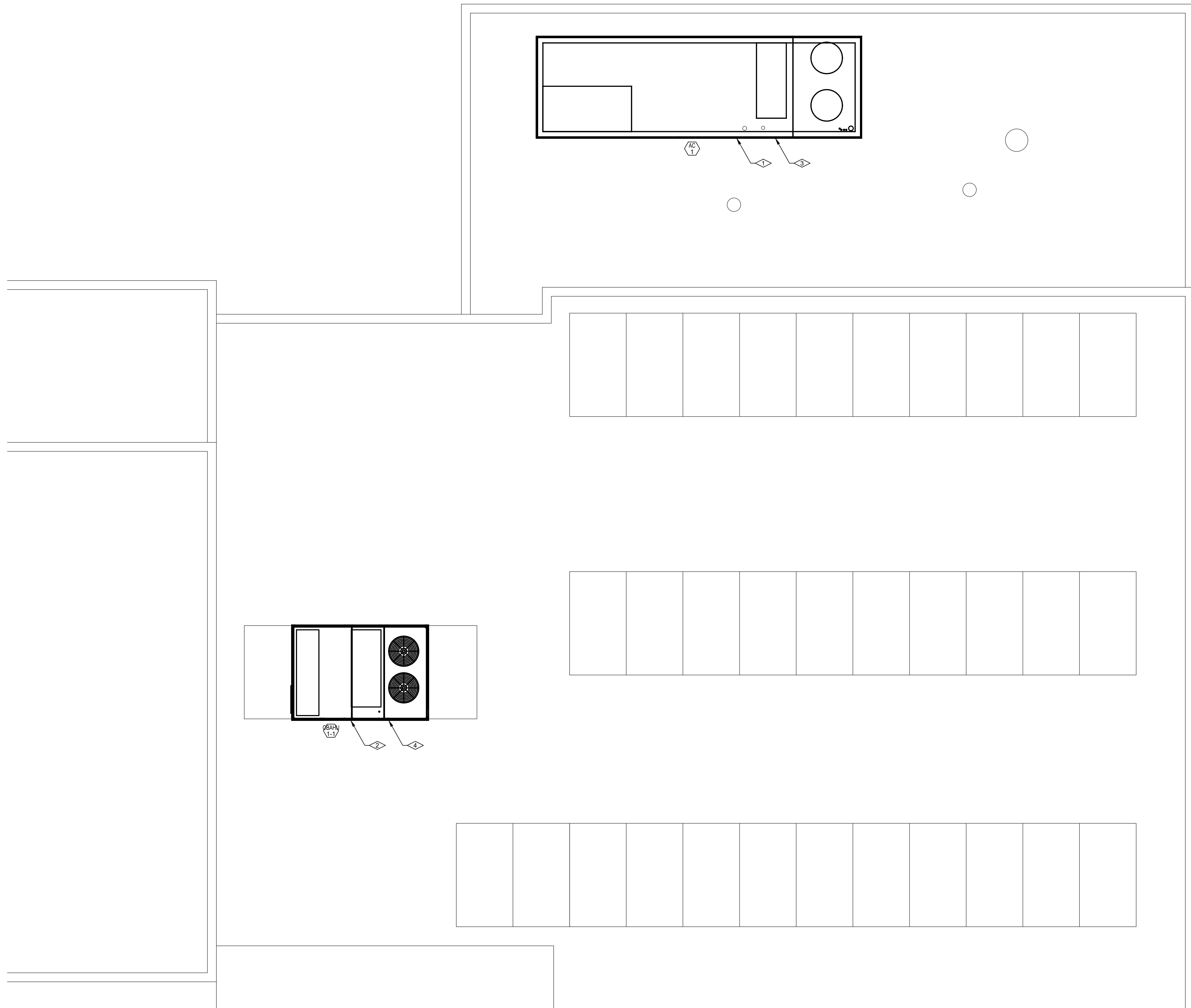
1. DRAWINGS HAVE BEEN CREATED FROM EXISTING PDF DRAWINGS AND ARE TO BE USED FOR REFERENCE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATIONS, ACCESS, AND INSTALLATION OF ALL COMPONENTS.
2. THE SYSTEM SHALL BE TESTED AND BALANCED BY A CERTIFIED TEST AND BALANCE CONTRACTOR.

**MECHANICAL KEYNOTES:** ◊

1. REMOVE THE EXISTING 20-TON INTELLIPAK AND REPLACE IN A ONE-FOR-ONE FASHION WITH NEW. INSTALL NEW RTU ON EXISTING ROOF CURB. CONNECT NEW SUPPLY DUCTWORK, RETURN DUCTWORK, HEATING WATER PIPING, AND CONTROLS TO EXISTING. FINAL FILL OF HEATING WATER SYSTEM SHALL BE 50% PROPYLENE GLYCOL TO MATCH EXISTING CONCENTRATION. CONTRACTOR SHALL VERIFY FIELD CONDITIONS INCLUDING EXACT LOCATIONS OF THE EXISTING SUPPLY DUCTWORK, RETURN DUCTWORK, AND HYDRONIC PIPING.
2. REMOVE THE EXISTING JOHNSON CONTROLS RTU AND ADAPTOR CURB AND REPLACE WITH A NEW TRANE 15-TON VOYAGER IN A ONE FOR ONE FASHION. THE LARGE EXISTING ROOF CURB SHALL REMAIN. PROVIDE AND INSTALL A NEW TRANSITION / ADAPTOR CURB BETWEEN THE EXISTING ROOF CURB AND THE NEW RTU. TRANSITION NEW SUPPLY AND RETURN DUCTWORK FROM THE CONNECTIONS AT THE NEW RTU TO THE EXISTING SUPPLY AND RETURN DUCTWORK IN THE CEILING SPACE BELOW. CONTRACTOR SHALL FIELD VERIFY THE EXISTING CONDITIONS AND DIMENSIONS PRIOR TO ORDERING THE NEW ROOF CURB OR FABRICATING ANY DUCTWORK. CONNECT EXISTING GAS LINE TO CONNECTION AT NEW RTU. MAINTAIN THE EXISTING GAS PRESSURE REGULATOR. NOTE THE NEW 15-TON UNIT HAS BEEN SIZED FOR A 2,000 SQUARE FOOT FUTURE EXPANSION. BALANCE THE NEW UNIT TO 3,400 CFM OF SUPPLY AIRFLOW.

**ELECTRICAL KEYNOTES:** ◊

3. REMOVE THE EXISTING AC-1 70 AMP BREAKER. PROVIDE AND INSTALL A NEW 80 AMP, 480/360 BREAKER FOR THE NEW RTU. THE CONTRACTOR SHALL EXAMINE THE EXISTING WIRE TO VERIFY IT IS SUITABLE FOR REUSE.
4. REMOVE THE EXISTING OBAHU 1-1 25 AMP BREAKER. REMOVE THE EXISTING LINE VOLTAGE WIRING SERVING THE UNIT. PROVIDE AND INSTALL A NEW 45 AMP, 480/360 BREAKER FOR THE NEW RTU. PULL A NEW CIRCUIT TO THE NEW OBAHU 1-1 UNIT WITH 1" CONDUIT, 3#8 + 10 GND ALL COPPER.

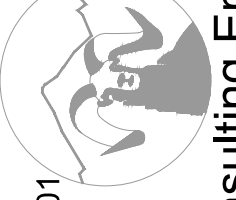


**MECHANICAL - ROOF PLAN**

SCALE: 1/4"=1'-0"

DO NOT REPRODUCE THESE DRAWINGS AND SPECIFICATIONS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER. THE DRAWINGS AND SPECIFICATIONS ARE INSTRUMENTS OF THE SERVICE AND SHALL REMAIN THE PROPERTY OF THE DESIGNER. WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE USED BY ANYONE ON ANY OTHER PROJECTS FOR ADDITIONS TO THIS PROJECT BY OTHERS EXCEPT BY THE EXPRESSED WRITTEN PERMISSION OF THE DESIGNER.

101 W 11th Street #109-C  
Durango, CO 81301  
Phone: (970) 422-7876



**Bighorn Consulting Engineers, Inc.**  
Mechanical & Electrical Engineers

386 Indian Road  
Grand Junction, CO 81501  
Phone: (970) 241-8709

**PERSIGO TREATMENT PLANT  
LABORATORY RTU REPLACEMENT**  
2145 RIVER ROAD  
GRAND JUNCTION, COLORADO

DATE:	ISSUED FOR:
06/02/2021	100% CONSTRUCTION DOCUMENTS

DATE:	06/02/2021
JOB NO:	21-077
DRAWN BY:	BCE
CHECKED BY:	BCE
SCALE:	AS SHOWN
SHEET NUMBER:	M1-1



**MECHANICAL PROVISIONS**

**1. SCOPE OF WORK**

- A. THE CONTRACTOR IS RESPONSIBLE FOR ALL WORK, MATERIALS, AND LABOR TO SATISFY A COMPLETE WORKING SYSTEM WHETHER SPECIFIED OR IMPLIED.
- B. ALL WORK IS TO BE PERFORMED IN STRICT COMPLIANCE WITH ALL LOCAL CODES AND ALL OTHER REGULATION GOVERNING WORK OF THIS NATURE.
- C. THE CONTRACTOR SHALL, BEFORE SUBMITTING ANY PROPOSAL, EXAMINE THE PROPOSED SITE AND SHALL DETERMINE FOR HIMSELF THE CONDITIONS THAT MAY EFFECT THE WORK. NO ALLOWANCE SHALL BE MADE IF THE CONTRACTOR FAILS TO MAKE SUCH EXAMINATIONS.
- D. ALL EQUIPMENT AND MATERIALS SHALL BE AS SPECIFIED OR "APPROVED EQUAL" BY THE ENGINEER OR ARCHITECT.

**2. PERMITS**

- A. THE CONTRACTOR SHALL SECURE ALL PERMITS OR APPLICATIONS AND PAY ANY AND ALL FEES.

**3. SHOP DRAWINGS**

- A. SUBMIT MATERIAL LIST AND SHOP DRAWINGS FOR MAJOR EQUIPMENT TO THE ARCHITECT/ENGINEER FOR APPROVAL. THE CONTRACTOR SHALL SUBMIT FIVE SETS OF SHOP DRAWINGS AND THEY SHALL BE CLEARLY LABELED.

**4. FLEXIBLE DUCT WORK**

- A. FLEXIBLE TYPE DUCT SHALL BE OF TWO ELEMENT SPIRAL CONSTRUCTION COMPOSED OF A CORROSION RESISTANT METAL SUPPORTING SPIRAL AND COATED FABRIC WITH A MINERAL BASE. FLEXIBLE DUCT CONNECTORS SHALL BE LISTED BY U.L. CLASS 1 DUCTS, AND SHALL HAVE A FLAME SPREAD RATING NOT EXCEEDING 25 AND A SMOKE DEVELOPED RATING NOT EXCEEDING 50.
- B. USE OF FLEXIBLE DUCTWORK SHALL BE LIMITED TO NO MORE THAN 6 LINEAR FEET PER RUN.
- C. CONTRACTOR SHALL BE CAREFUL SO AS NOT TO KINK OR COLLAPSE FLEXIBLE DUCT.

**5. REFRIGERANT**

- A. PIPING CONTRACTOR SHALL PROVIDE AND INSTALL REFRIGERANT PIPING IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND IN SUCH A WAY AS TO BE INCONSPICUOUS AND FREE FROM ANY POSSIBLE CONDENSATION.
- B. INSULATE REFRIGERANT LINES WITH ARMOUR-FLEX TYPE INSULATION, SHALL BE TYPE "K" COPPER TUBING, WITH WROUGHT COPPER SOLDER TYPE FITTINGS SUITABLE FOR CONNECTION WITH SILVER SOLDER.

**6. DUCTWORK**

- A. THE DUCTWORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE "SMACNA" APPLICABLE MANUALS.
- B. ALL DUCTWORK SHALL BE THE LOW VELOCITY TYPE, UNLESS SPECIFIED OTHERWISE.
- C. CONTRACTOR SHALL PROVIDE AND INSTALL APPROVED FIRE DAMPERS AND ACCESS PANELS IN ANY AND ALL DUCTWORK WHICH PENETRATES A HORIZONTAL OR VERTICAL FIRE PARTITION, OR AS OTHERWISE SHOWN ON DRAWINGS.
- D. ALL BRANCH DUCTS TO HAVE VOLUME DAMPERS, SMOOTH TURN RADIUS DUCTWORK OR TURNING VANES SHALL BE USED THROUGHOUT WHERE FLOW EXCEEDS 150 CFM.
- E. ALL DUCT JOINTS TO BE SEALED IN ACCORDANCE WITH "SMACNA" STANDARDS AND ACCEPTED GOOD PRACTICE.
- F. ALL DUCT DIMENSIONS SHOWN ARE NET INSIDE VALUES. DIMENSIONS MAY BE CHANGED SO LONG AS THE NET FREE FACE AREA IS MAINTAINED.
- G. ALL NEW LABORATORY DUCTWORK SHALL BE INSULATED WITH R-6 1-1/2" FIBERGLASS INSULATING BLANKET WITH ALUMINUM FOIL FACING.
- H. ALL NEW OPERATIONS BUILDING DUCTWORK SHALL BE INTERNALLY LINED WITH A 1" ACOUSTICAL DUCT LINER.

**7. DRAINAGE PIPING**

- A. (CONDENSATE) SHALL BE TYPE L COPPER PIPE WITH SOLDERED JOINTS. PITCH HORIZONTAL LINES 1" IN 10'-0". CONDENSATE DRAINS SHALL BE ROUTED TO FLOOR DRAIN, ROOF DRAIN OR INDIRECT WASTE DRAIN.

**8. HVAC CONTROLS**

- A. CONTRACTOR TO SUPPLY AND INSTALL ALL CONTROL WIRING, COMPONENTS, AND ACCESSORIES AS REQUIRED TO INTERFACE WITH THE EXISTING TRANE SC DDC CONTROL SYSTEM CURRENTLY INSTALLED IN THE FACILITY.

**9. ELECTRICAL**

- A. CONTRACTOR TO COORDINATE WITH ELECTRICAL CONTRACTOR FOR LOCATION OF WIRING FOR EACH HVAC UNIT.

**10. PIPE SUPPORTS**

- A. ALL PIPE SHALL BE SUPPORTED FROM THE BUILDING STRUCTURE IN A NEAT AND WORKMANLIKE MANNER. THE USE OF WIRE OR METAL STRAP TO SUPPORT PIPES WILL NOT BE PERMITTED. SPACING OF PIPE SUPPORTS SHALL NOT EXCEED 8 FEET FOR ALL PIPING. PLASTIC PIPING TO BE SUPPORTED EVERY 4 FEET.

**11. GAS PIPING**

- A. PIPING SHALL BE SCHEDULE 40 BLACK STEEL PIPE WITH MALLEABLE IRON FITTINGS. WHERE GAS PIPE CONNECTS TO EQUIPMENT, IT SHALL BE PROVIDED WITH A DRIP LEG THE FULL SIZE OF THE RUNOUT. A 100% SHUT-OFF VALVE AND A UNION. GAS PIPING CONTAINING PRESSURE GREATER THAN 9" W.G. SHALL BE SCHEDULE 40 BLACK STEEL PIPE WITH WELDED JOINTS.

**12. MISCELLANEOUS**

- A. ALL EXTERIOR OPENINGS TO BE PROPERLY CAULKED AND SEALED WITH A SEALANT OF HIGH QUALITY AND LONG LIFE. TO PREVENT INFILTRATION OF OUTSIDE AIR INTO CONDITIONED SPACE.
- B. COORDINATE INSTALLATION OF ALL ROOF FLASHING AT ROOF PENETRATION.
- C. DO NOT SCALE THIS DRAWING FOR EXACT DIMENSIONS.
- D. VERIFY ALL FIGURES, CONDITIONS, AND DIMENSIONS AT THE JOB SITE.
- E. THE MECHANICAL PLANS ARE INTENDED TO BE DIAGRAMMATIC AND ARE BASED ON ONE MANUFACTURER'S EQUIPMENT. THEY ARE NOT INTENDED TO SHOW EVERY ITEM IN ITS EXACT LOCATION, THE EXACT DIMENSIONS, OR ALL THE DETAILS OF THE EQUIPMENT.
- F. THE CONTRACTOR SHALL VERIFY THE ACTUAL DIMENSIONS OF THE EQUIPMENT PROPOSED TO ENSURE THAT THE EQUIPMENT WILL FIT IN THE AVAILABLE SPACE.
- G. PEX TUBING, IF PEX TUBING IS USED AS AN APPROVED ALTERNATE FOR APPLICATIONS WHERE METALLIC PIPING IS THE BASIS OF DESIGN. THE PEX MANUFACTURER SHALL SUBMIT SHOP DRAWINGS CLEARLY INDICATING THAT THE DESIGN HAS BEEN ANALYZED AND MODIFIED, AS REQUIRED TO MAINTAIN SCHEDULED HYDRONIC SYSTEM PARAMETERS. ANY DESIGN RESULTING IN INCREASED SYSTEM PRESSURE DROP AS A RESULT OF IMPROPER PEX SIZING OR DESIGN SHALL NOT BE PERMITTED.

**13. TESTING AND BALANCING**

- A. THE HVAC SYSTEM SHALL BE TESTED AND AND BALANCED BY AN INDEPENDENT AGENCY, UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER. A SEALED TYPE WRITTEN REPORT SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER FOR REVIEW AND APPROVAL.

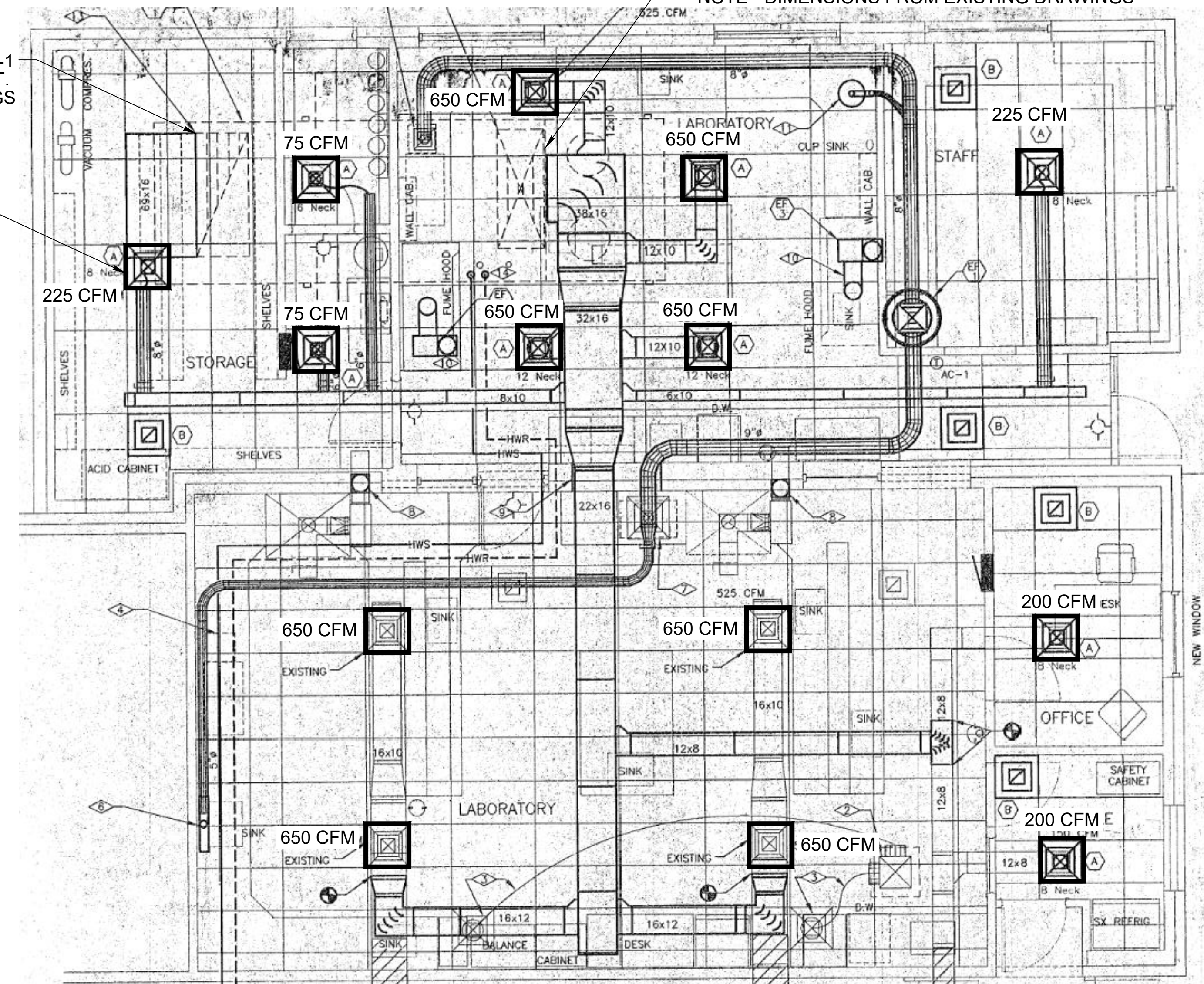
**14. GUARANTEE**

- A. MATERIALS, EQUIPMENT AND INSTALLATION SHALL BE GUARANTEED FOR A PERIOD OF ONE(1) YEAR FROM DATE OF ACCEPTANCE. DEFECTS WHICH APPEAR DURING THAT PERIOD SHALL BE CORRECTED AT THIS CONTRACTOR'S EXPENSE.
- B. FOR THE SAME PERIOD, THE MECHANICAL CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO PREMISES CAUSED BY DEFECTS IN WORKMANSHIP OR IN THE WORK OR EQUIPMENT FURNISHED AND/OR INSTALLED BY HIM.

CONNECT NEW RA DUCTWORK FROM NEW AC-1 TO EXISTING 68-13/16" x 29-5/16" RETURN DUCT. NOTE - DIMENSIONS FROM EXISTING DRAWINGS

BALANCE EXISTING CEILING SUPPLY DIFFUSER TO THE AIRFLOW INDICATED, TYPICAL.

CONNECT NEW SA DUCTWORK FROM NEW AC-1 TO EXISTING 69-1/2" x 27-5/16" SUPPLY DUCT. NOTE - DIMENSIONS FROM EXISTING DRAWINGS



**MECHANICAL - PARTIAL LABORATORY PLAN**  
NORTH  
NO SCALE

**GENERAL NOTES:**

1. DRAWINGS HAVE BEEN CREATED FROM EXISTING PDF DRAWINGS AND ARE TO BE USED FOR REFERENCE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATIONS, ACCESS, AND INSTALLATION OF ALL COMPONENTS.
2. THE SYSTEM SHALL BE TESTED AND BALANCED BY A CERTIFIED TEST AND BALANCE CONTRACTOR.

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2145 RIVER ROAD  
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DRAWN BY:	BCE
CHECKED BY:	BCE
SCALE:	AS SHOWN
SHEET NUMBER:	

**M1-2**



LABORATORY ROOFTOP AIR HANDLING UNIT SCHEDULE																
EQUIPMENT NO.	SERVICE	SUPPLY AIR (CFM)	OUTSIDE AIR (CFM)	E.S.P. (IN. W.G.)	COOLING		HOT WATER HEATING		FILTERS	EVAP FAN (HP)	ELECTRICAL			UNIT WEIGHT (LBS.)	MANUFACTURER & MODEL	OPTIONS /ACCESSORIES
					NOM. (TONS)	EWT / LWT (F)	FLUID FLOW (GPM)	OUTPUT (MBH)			V./PH./HZ.	MCA (A)	MOCP (A)			
AC-1	LABORATORY	6,200	1,500	1.5	20	180 / 160	46.5	443.15	MERV 8 PRE-FILTER MERV 14 FINAL FILTER	15	480/3/60	69.8	80	5,750	TRANE - SLHL204	NOTES - 1 & 2

NOTE:  
 1. INSTALL ON EXISTING ROOF CURB, COIL GUARDS, 100% MODULATING ECONOMIZER, OUTSIDE AIR MEASURING STATION, POWERED EXHAUST FAN, FACTORY UNITARY CONTROLS TO INTEGRATE INTO EXISTING TRANE SC CONTROLLER, HOT WATER COIL (50% PROPYLENE GLYCOL), FUSED DISCONNECT SWITCH, SCCR RATING OF 65,000 AMPS, HIGH ALTITUDE KIT, AND POWERED CONVENIENCE OUTLET. PROVIDE RETURN DUCT SMOKE DETECTOR, VFD ON SUPPLY AND EXHAUST FAN. THIS UNIT IS PART OF A VAV SYSTEM. PROVIDE WITH HIGH EFFICIENCY VARIABLE SPEED COMPRESSOR.  
 2. PROVIDE AND INSTALL AQUA AERO CORROSION RESISTANT COATING ON INSIDE OF UNIT CASING, OUTSIDE OF UNIT CASING, HOT WATER COIL, DX COIL, AND CONDENSING SECTION.

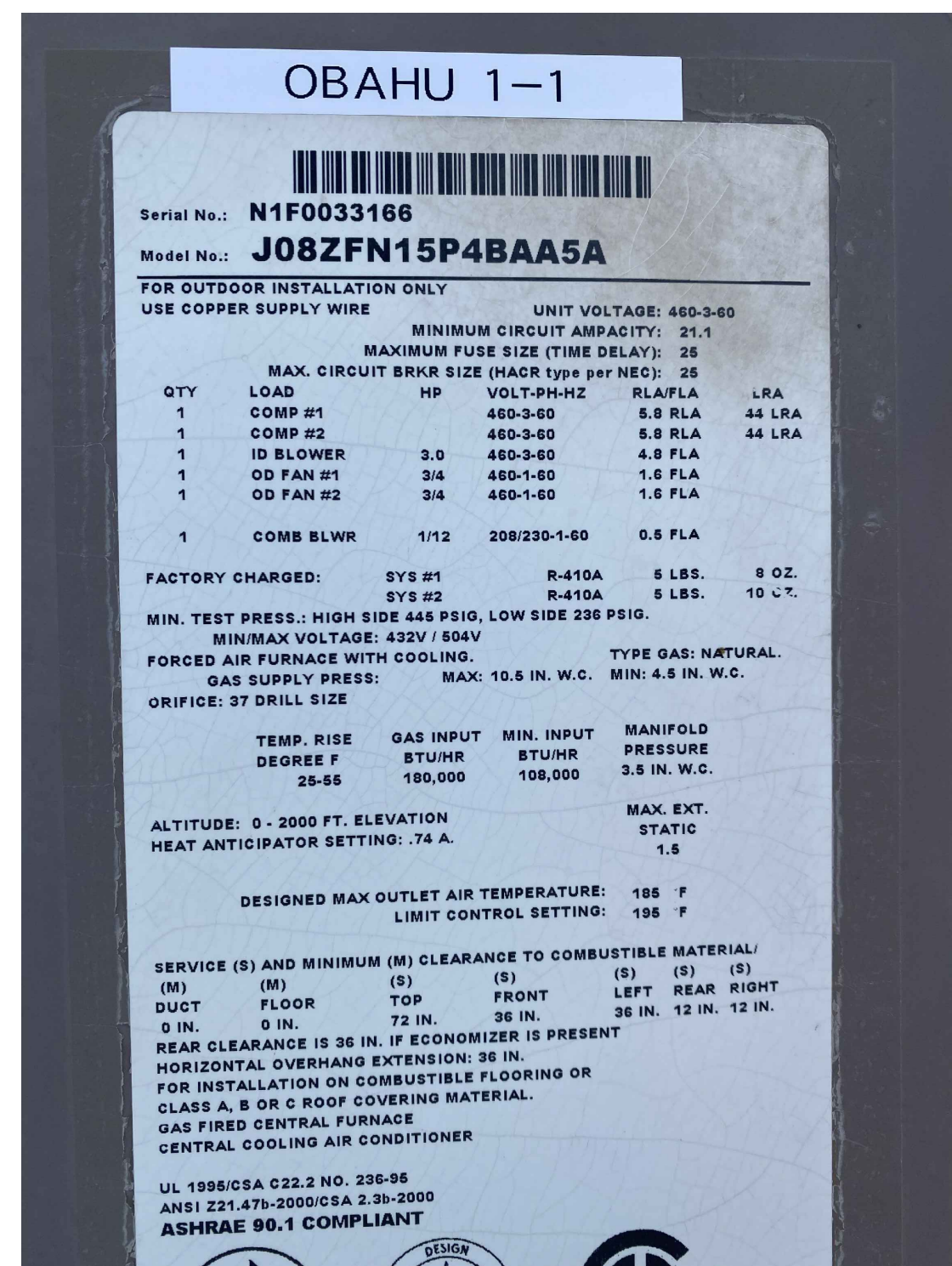
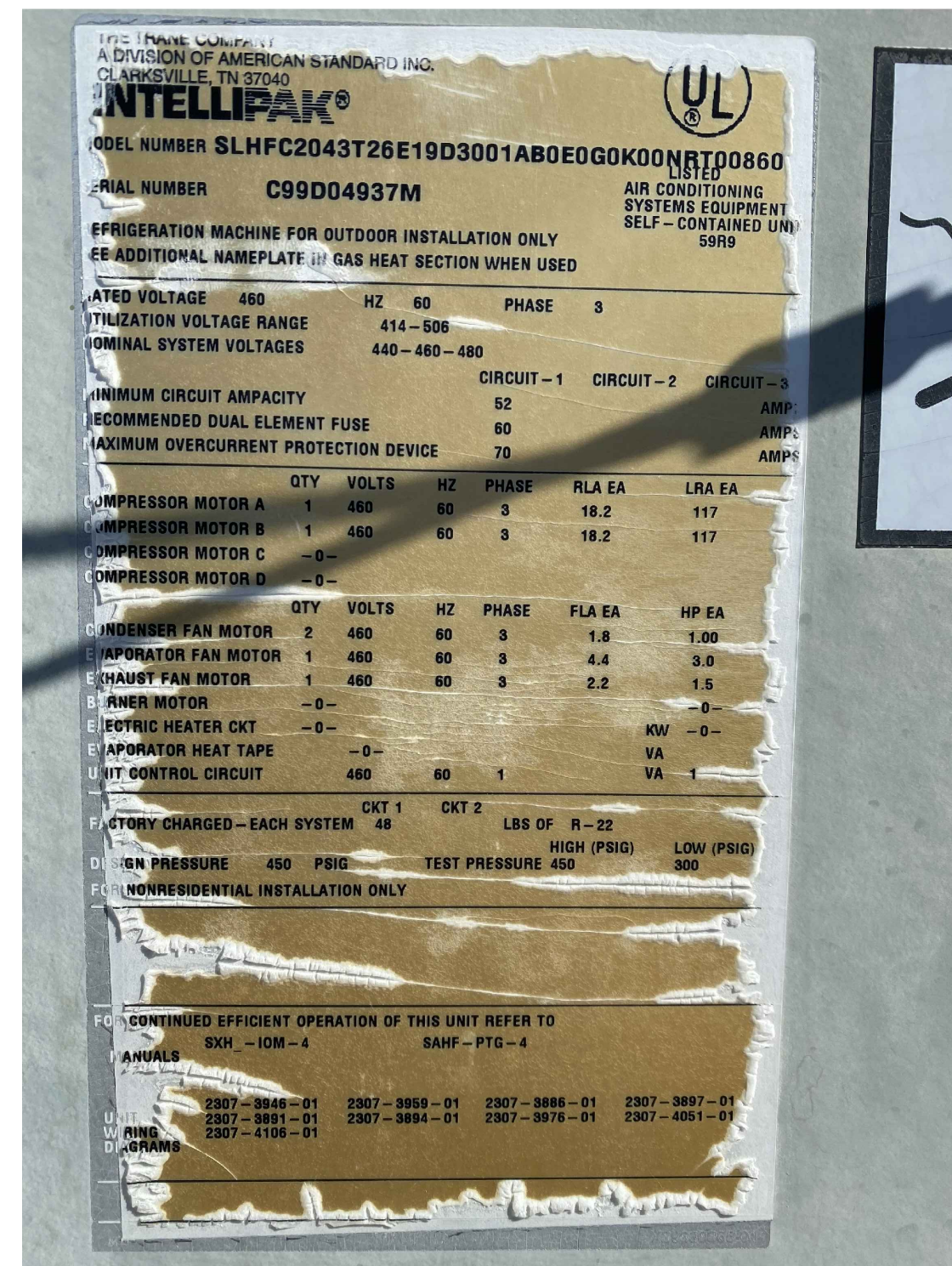
OPERATIONS BUILDING ROOFTOP AIR HANDLING UNIT SCHEDULE																	
EQUIPMENT NO.	SERVICE	SUPPLY AIR (CFM)	OUTSIDE AIR (CFM)	E.S.P. (IN. W.G.)	COOLING		GAS FIRED HEATING			FILTERS	EVAP FAN (HP)	ELECTRICAL			UNIT WEIGHT (LBS.)	MANUFACTURER & MODEL	OPTIONS /ACCESSORIES
					NOM. (TONS)	EAT / LAT (F)	INPUT (MBH)	OUTPUT (MBH)	V./PH./HZ.			MCA (A)	MOCP (A)				
OBAHU 1-1	OPERATIONS BUILDING	5,500	1,375	1.5	15	70 / 116.9	350	284	MERV 8 PRE-FILTER MERV 13 FINAL FILTER	3	480/3/60	37	45	2,600	TRANE - YZD180F	NOTES - 1 & 2	

NOTE:  
 1. PROVIDE WITH ADAPTOR ROOF CURB TO MEETING EXISTING SA AND RA DUCT CONNECTIONS, COIL GUARDS, 100% MODULATING ECONOMIZER, OUTSIDE AIR MEASURING STATION, POWERED EXHAUST FAN, FACTORY UNITARY CONTROLS TO INTEGRATE INTO EXISTING TRANE SC CONTROLLER, FUSED DISCONNECT SWITCH, SCCR RATING OF 65,000 AMPS, HIGH ALTITUDE KIT, AND POWERED CONVENIENCE OUTLET. PROVIDE RETURN DUCT SMOKE DETECTOR, VFD ON SUPPLY AND EXHAUST FAN. THIS UNIT IS PART OF A SINGLE ZONE VAV SYSTEM. PROVIDE WITH HIGH EFFICIENCY VARIABLE SPEED COMPRESSOR. PROVIDE WITH THE COMPONENTS, ACCESSORIES, AND CONTROLS FOR DEMAND CONTROL VENTILATION.  
 2. PROVIDE AND INSTALL AQUA AERO CORROSION RESISTANT COATING ON INSIDE OF UNIT CASING, OUTSIDE OF UNIT CASING, DX COIL, AND CONDENSING SECTION.

EXISTING LABORATORY TRANE INTELLIPAK



EXISTING LABORATORY TRANE INTELLIPAK



EXISTING OPERATIONS BUILDING JOHNSON CONTROLS SERIES 10



EXISTING OPERATIONS BUILDING JOHNSON CONTROLS SERIES 10

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101 W 11th Street #109-C  
 Durango, CO 81301  
 Phone: (970) 422-7676  
 386 Indian Road  
 Grand Junction, CO 81501  
 Phone: (970) 241-8709  
 Bighorn Consulting Engineers, Inc.  
 Mechanical & Electrical Engineers

PERSIGO TREATMENT PLANT  
 LABORATORY RTU REPLACEMENT  
 2145 RIVER ROAD  
 GRAND JUNCTION, COLORADO

DATE:	ISSUED FOR:
06/02/2021	100% CONSTRUCTION DOCUMENTS

DATE:	06/02/2021
JOB NO.:	21-077
DRAWN BY:	BCE
CHECKED BY:	BCE
SCALE:	AS SHOWN

SHEET NUMBER: M1-3





Purchasing Division

## **ADDENDUM NO. 1**

**DATE:** July 1, 2021  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Interested Parties  
**RE:** RTU Replacement Persigo WWTP IFB-4923-21-SH

Bidders responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following:

1. **Attached Drawings M1-1 and M1-3 are attached to reflect changes noted below. Photos and cutsheet excerpts have been added to the drawings.**
2. **Base Bid Clarification:**  
AC-1  
Remove existing Trane PCM Control Panel. Provide with standalone DDC Controller capable of controlling all the RTU's functionality requirements. Controller shall also modulate existing heating water control valve and energize the glycol coil pump upon a call for heating. Controller shall be provided with a BACnet card for future integration into a web based enable front end building automation system. It has been confirmed the existing and proposed AC-1 RTU through the base power and piping connections are in the same locations.
3. **Base Bid Clarification:**  
OBAHU 1-1  
Remove existing Johnson Controls panel. Provide with standalone DDC Controller capable of controlling all the RTU's functionality requirements. Controller shall also control operation of the three (3) existing thermostatically controlled zone dampers. Provide with components, accessories, and controls for demand control ventilation. Controller shall be provided with a BACnet card for future integration into a web based enabled front end building automation system.
4. **Add Alternate:**  
DDC Control Notes  
In addition to the tracer SC control panels provided with AC-1 and OBAHU 1-1 for functionality of each unit, Contractor shall provide and install a Trane Tracer SC+ building automation system using the tracer synchrony user interface. System shall be fully web-

based enabled and shall control and interface with all aspects of the new rooftop units AC-1 and OBAHU 1-1

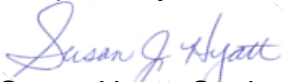
**Note: Use Revised Price Bid Schedule attached to this Addendum.**

**5. Site Visit Sign-In Sheet** is attached to this Addendum.

The original solicitation for the project referenced above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

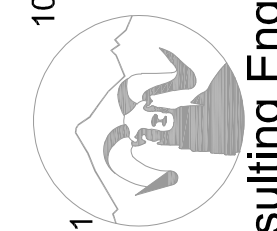


Susan Hyatt, Senior Buyer  
City of Grand Junction, Colorado



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**Bighorn Consulting Engineers, Inc.**  
Mechanical & Electrical Engineers

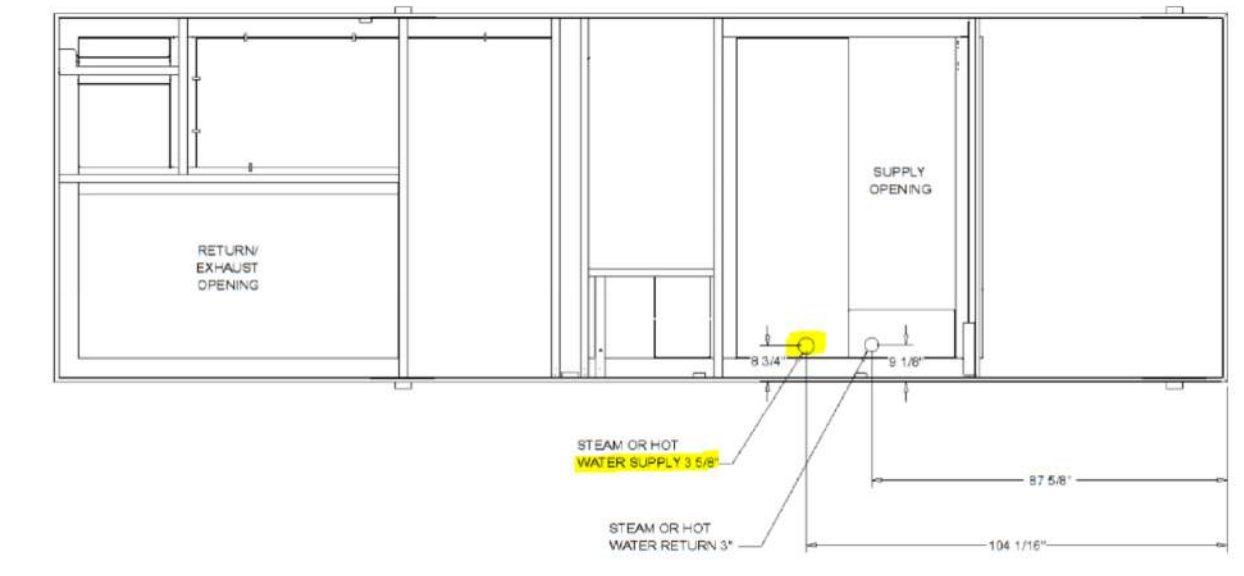
**PERSIGO TREATMENT PLANT  
LABORATORY RTU REPLACEMENT**  
2145 RIVER ROAD  
GRAND JUNCTION, COLORADO

DATE: 06/02/2021  
ISSUED FOR: 100% CONSTRUCTION DOCUMENTS  
07/02/2021 ADDENDUM #1

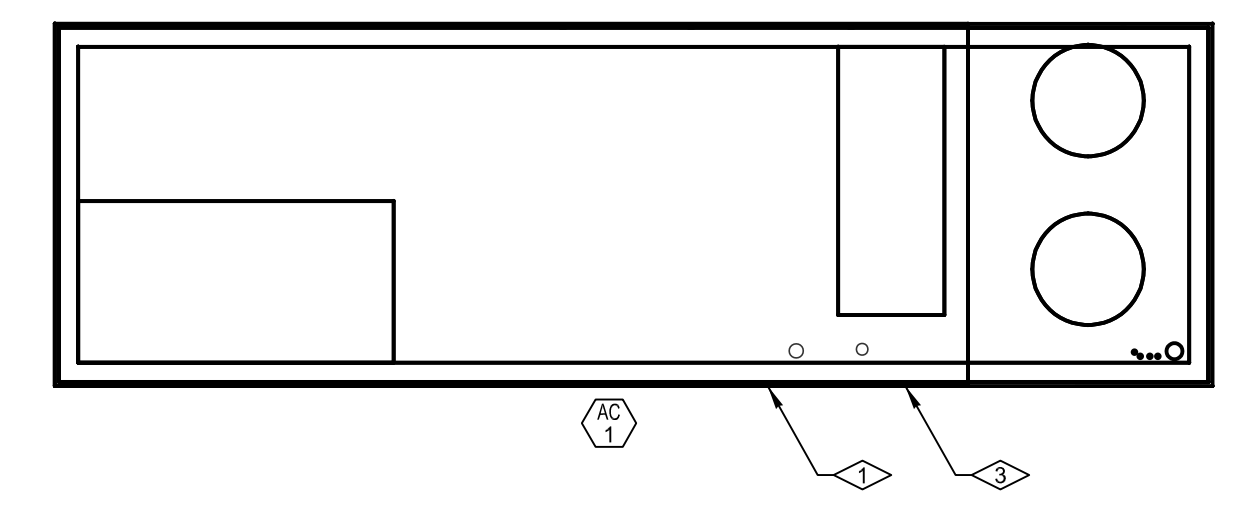
DATE: 06/02/2021  
JOB NO: 21-077  
DRAWN BY: BCE  
CHECKED BY: BCE  
SCALE: AS SHOWN

SHEET NUMBER:  
**M1-1**

**NEW LABORATORY TRANE INTELLIPAK THROUGH THE BASE PIPING CONNECTIONS**



**EXISTING LABORATORY TRANE INTELLIPAK THROUGH THE BASE PIPING CONNECTIONS**



**GENERAL NOTES:**

- DRAWINGS HAVE BEEN CREATED FROM EXISTING PDF DRAWINGS AND ARE TO BE USED FOR REFERENCE ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATIONS, ACCESS, AND INSTALLATION OF ALL COMPONENTS.
- THE SYSTEM SHALL BE TESTED AND BALANCED BY A CERTIFIED TEST AND BALANCE CONTRACTOR.

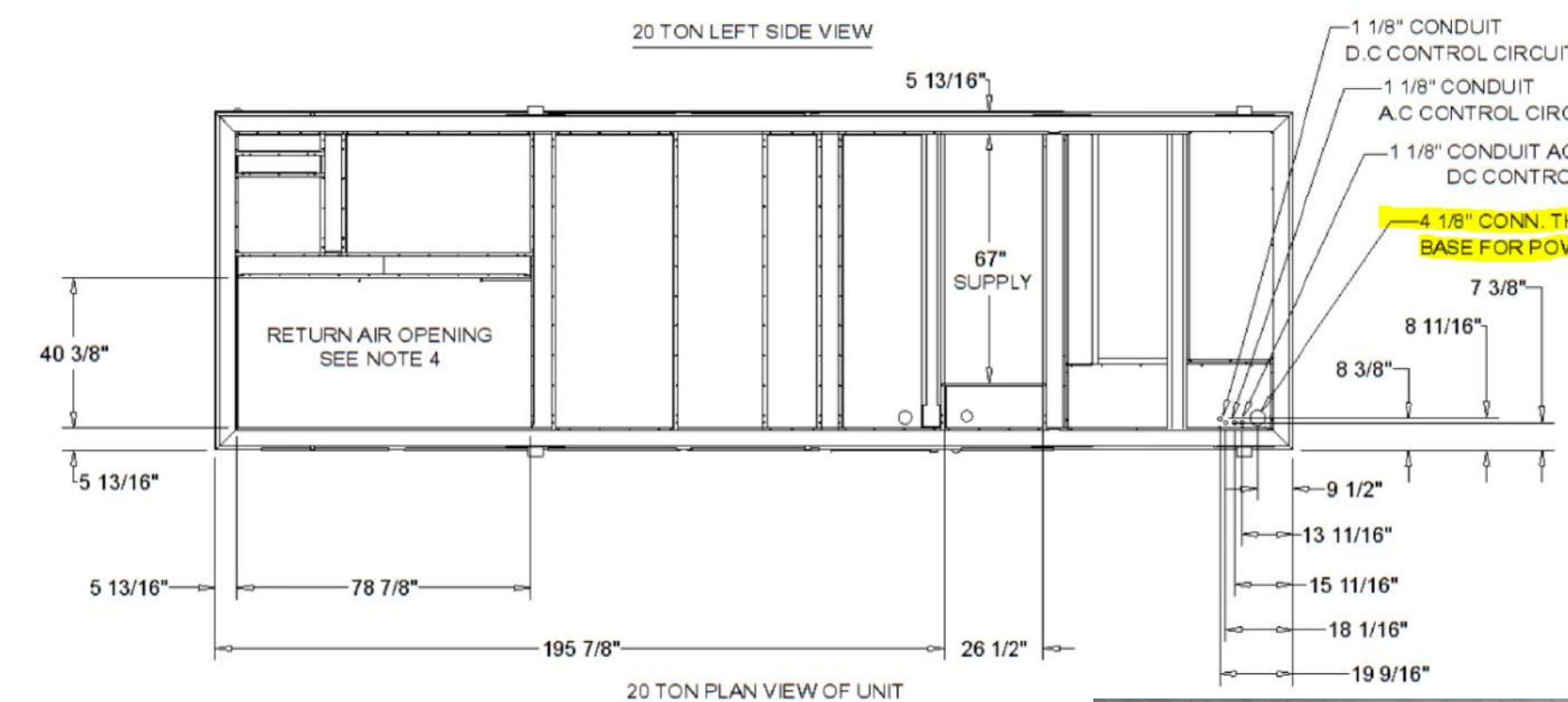
**MECHANICAL KEYNOTES:**

- REMOVE THE EXISTING 20-TON INTELLIPAK AND REPLACE IN A ONE-FOR-ONE FASHION WITH NEW. INSTALL NEW RTU ON EXISTING ROOF CURB. CONNECT NEW SUPPLY DUCTWORK, RETURN DUCTWORK, HEATING WATER PIPING, AND CONTROLS TO EXISTING. FINAL FILL OF HEATING WATER SYSTEM SHALL BE 50% PROPYLENE GLYCOL TO MATCH EXISTING CONCENTRATION. CONTRACTOR SHALL VERIFY FIELD CONDITIONS INCLUDING EXACT LOCATIONS OF THE EXISTING SUPPLY DUCTWORK, RETURN DUCTWORK, AND HYDRONIC PIPING.
- REMOVE THE EXISTING JOHNSON CONTROLS RTU AND ADAPTOR CURB AND REPLACE WITH A NEW TRANE 15-TON VOYAGER IN A ONE FOR ONE FASHION. THE LARGE EXISTING ROOF CURB SHALL REMAIN. PROVIDE AND INSTALL A NEW TRANSITION / ADAPTOR CURB BETWEEN THE EXISTING ROOF CURB AND THE NEW RTU. TRANSITION NEW SUPPLY AND RETURN DUCTWORK FROM THE CONNECTIONS AT THE NEW RTU TO THE EXISTING SUPPLY AND RETURN DUCTWORK IN THE CEILING SPACE BELOW. CONTRACTOR SHALL FIELD VERIFY THE EXISTING CONDITIONS AND DIMENSIONS PRIOR TO ORDERING THE NEW ROOF CURB OR FABRICATING ANY DUCTWORK. CONNECT EXISTING GAS LINE TO CONNECTION AT NEW RTU. MAINTAIN THE EXISTING GAS PRESSURE REGULATOR. NOTE THE NEW 15-TON UNIT HAS BEEN SIZED FOR A 2,000 SQUARE FOOT FUTURE EXPANSION. BALANCE THE NEW UNIT TO 3,400 CFM OF SUPPLY AIRFLOW.

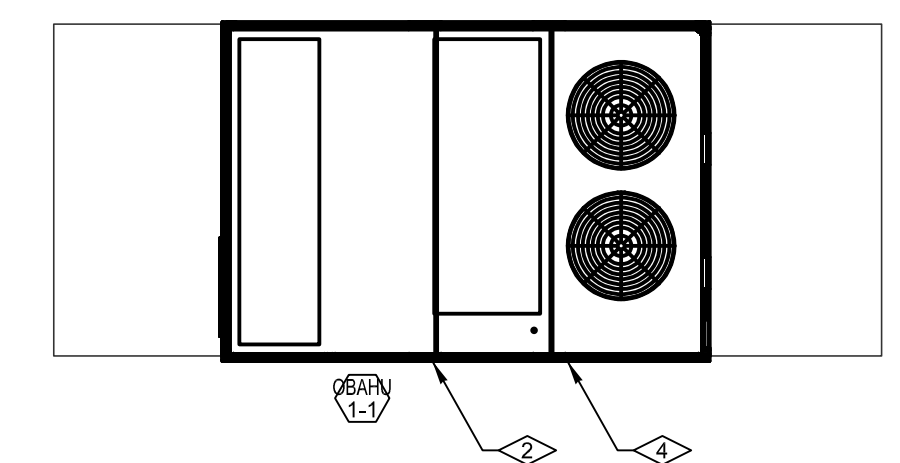
**ELECTRICAL KEYNOTES:**

- REMOVE THE EXISTING AC-1 70 AMP BREAKER. PROVIDE AND INSTALL A NEW 80 AMP, 480/360 BREAKER FOR THE NEW RTU. THE CONTRACTOR SHALL EXAMINE THE EXISTING WIRE TO VERIFY IT IS SUITABLE FOR REUSE.
- REMOVE THE EXISTING OBAHU 1-1 25 AMP BREAKER. REMOVE THE EXISTING LINE VOLTAGE WIRING SERVING THE UNIT. PROVIDE AND INSTALL A NEW 45 AMP, 480/360 BREAKER FOR THE NEW RTU. PULL A NEW CIRCUIT TO THE NEW OBAHU 1-1 UNIT WITH 1" CONDUIT, 3#8 + 10 GND ALL COPPER.

**NEW LABORATORY TRANE INTELLIPAK THROUGH THE BASE POWER CONNECTION**



**EXISTING LABORATORY TRANE INTELLIPAK THROUGH THE BASE POWER CONNECTION**



**MECHANICAL - ROOF PLAN**  
SCALE: 1/4"=1'-0"





DDC CONTROL NOTES BASE BID:

**AC-1**  
REMOVE EXISTING TRANE PCM CONTROL PANEL. PROVIDE WITH STAND ALONE DDC CONTROLLER CAPABLE OF CONTROLLING ALL OF THE RTU'S FUNCTIONALITY REQUIREMENTS. CONTROLLER SHALL ALSO MODULATE THE EXISTING HEATING WATER CONTROL VALVE AND ENERGIZE THE GLYCOL COIL PUMP UPON A CALL FOR HEATING. CONTROLLER SHALL BE PROVIDED WITH A BACnet CARD FOR FUTURE INTEGRATION INTO A WEB BASED ENABLED FRONT END BUILDING AUTOMATION SYSTEM.

**OBAHU 1-1**  
REMOVE EXISTING JOHNSON CONTROLS PANEL. PROVIDE WITH STAND ALONE DDC CONTROLLER CAPABLE OF CONTROLLING ALL OF THE RTU'S FUNCTIONALITY REQUIREMENTS. CONTROLLER SHALL ALSO CONTROL THE OPERATION OF THE (3) EXISTING THERMOSTATICALLY CONTROLLED ZONE DAMPERS. PROVIDE WITH THE COMPONENTS, ACCESSORIES, AND CONTROLS FOR DEMAND CONTROL VENTILATION. CONTROLLER SHALL BE PROVIDED WITH A BACnet CARD FOR FUTURE INTEGRATION INTO A WEB BASED ENABLED FRONT END BUILDING AUTOMATION SYSTEM.

DDC CONTROL NOTES ADD ALTERNATE #1:  
IN ADDITION TO THE TRACER SC CONTROL PANELS PROVIDED WITH AC-1 AND OBAHU 1-1 TO PROVIDE FUNCTIONALITY OF EACH UNIT, THE CONTRACTOR SHALL PROVIDE AND INSTALL A TRANE TRACER SC+ BUILDING AUTOMATION SYSTEM USING THE TRACER SYNCHRONY USER INTERFACE. THE SYSTEM SHALL BE FULLY WEB-BASED ENABLED AND SHALL CONTROL AND INTERFACE WITH ALL ASPECTS OF THE NEW ROOFTOP UNITS AC-1 AND OBAHU 1-1.

LABORATORY ROOFTOP AIR HANDLING UNIT SCHEDULE																	
EQUIPMENT NO.	SERVICE	SUPPLY AIR (CFM)	OUTSIDE AIR (CFM)	E.S.P. (IN. W.G.)	COOLING		HOT WATER HEATING			FILTERS	EVAP FAN (HP)	ELECTRICAL			UNIT WEIGHT (LBS.)	MANUFACTURER & MODEL	OPTIONS /ACCESSORIES
					NOM. (TONS)	EWTF / LWT (F)	FLUID FLOW (GPM)	OUTPUT (MBH)	V./PH./HZ.			MCA (A)	MOCP (A)				
AC-1	LABORATORY	6,200	1,500	1.5	20	180 / 160	46.5	443.15	MERV 8 PRE-FILTER MERV 14 FINAL FILTER	15	480/3/60	69.8	80	5,750	TRANE - SLHL204	NOTES - 1 & 2	

NOTE:  
1. INSTALL ON EXISTING ROOF CURB. COIL GUARDS, 100% MODULATING ECONOMIZER, OUTSIDE AIR MEASURING STATION, POWERED EXHAUST FAN, FACTORY UNITARY CONTROLS, HOT WATER COIL (50% PROPYLENE GLYCOL), FUSED DISCONNECT SWITCH, SCCR RATING OF 65,000 AMPS, HIGH ALTITUDE KIT, AND POWERED CONVENIENCE OUTLET. PROVIDE RETURN DUCT SMOKE DETECTOR, VFD ON SUPPLY AND EXHAUST FAN. PROVIDE WITH HIGH EFFICIENCY VARIABLE SPEED COMPRESSOR.  
2. PROVIDE AND INSTALL AQUA AERO CORROSION RESISTANT COATING ON INSIDE OF UNIT CASING, OUTSIDE OF UNIT CASING, HOT WATER COIL, DX COIL, AND CONDENSING SECTION.

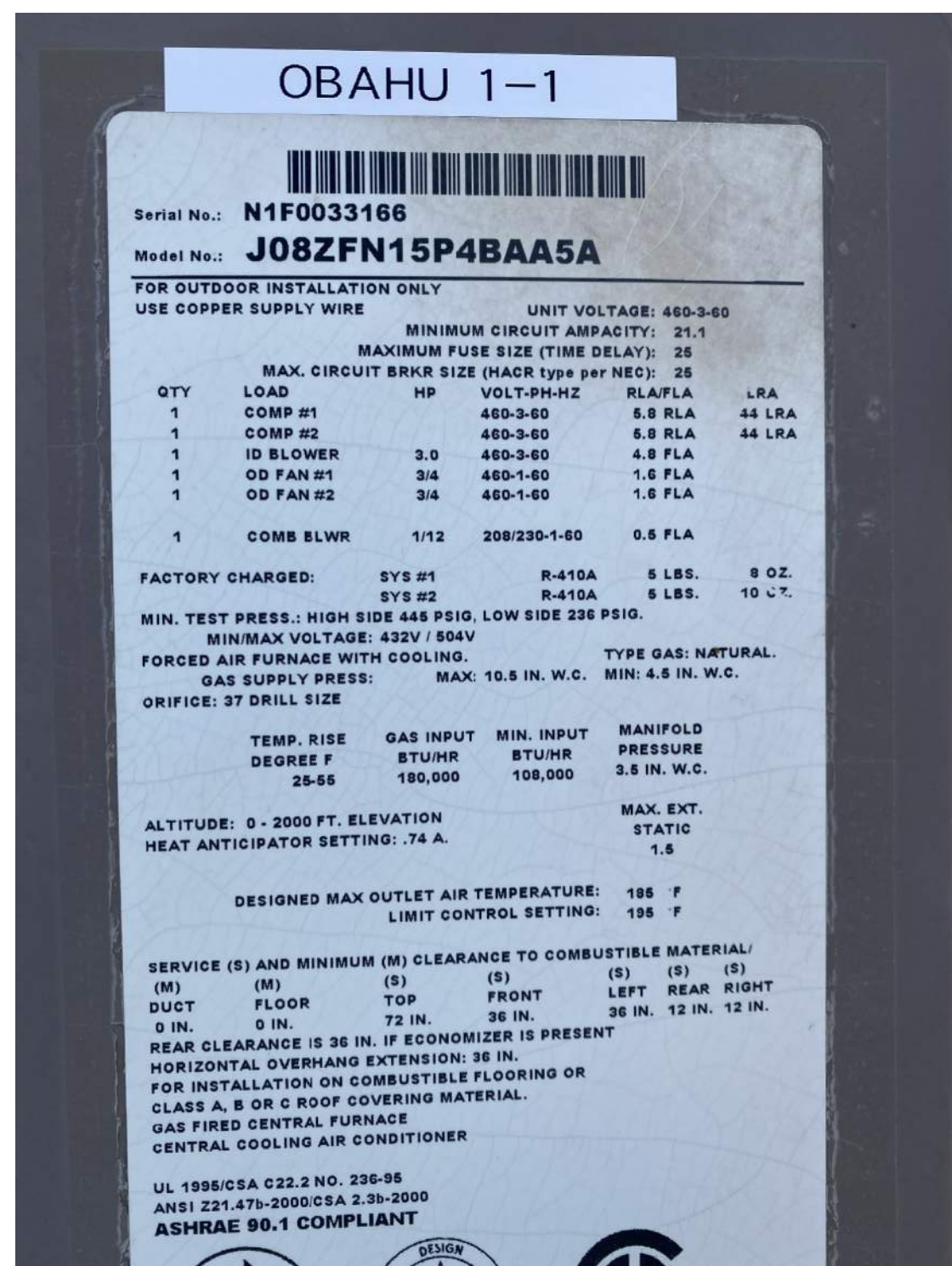
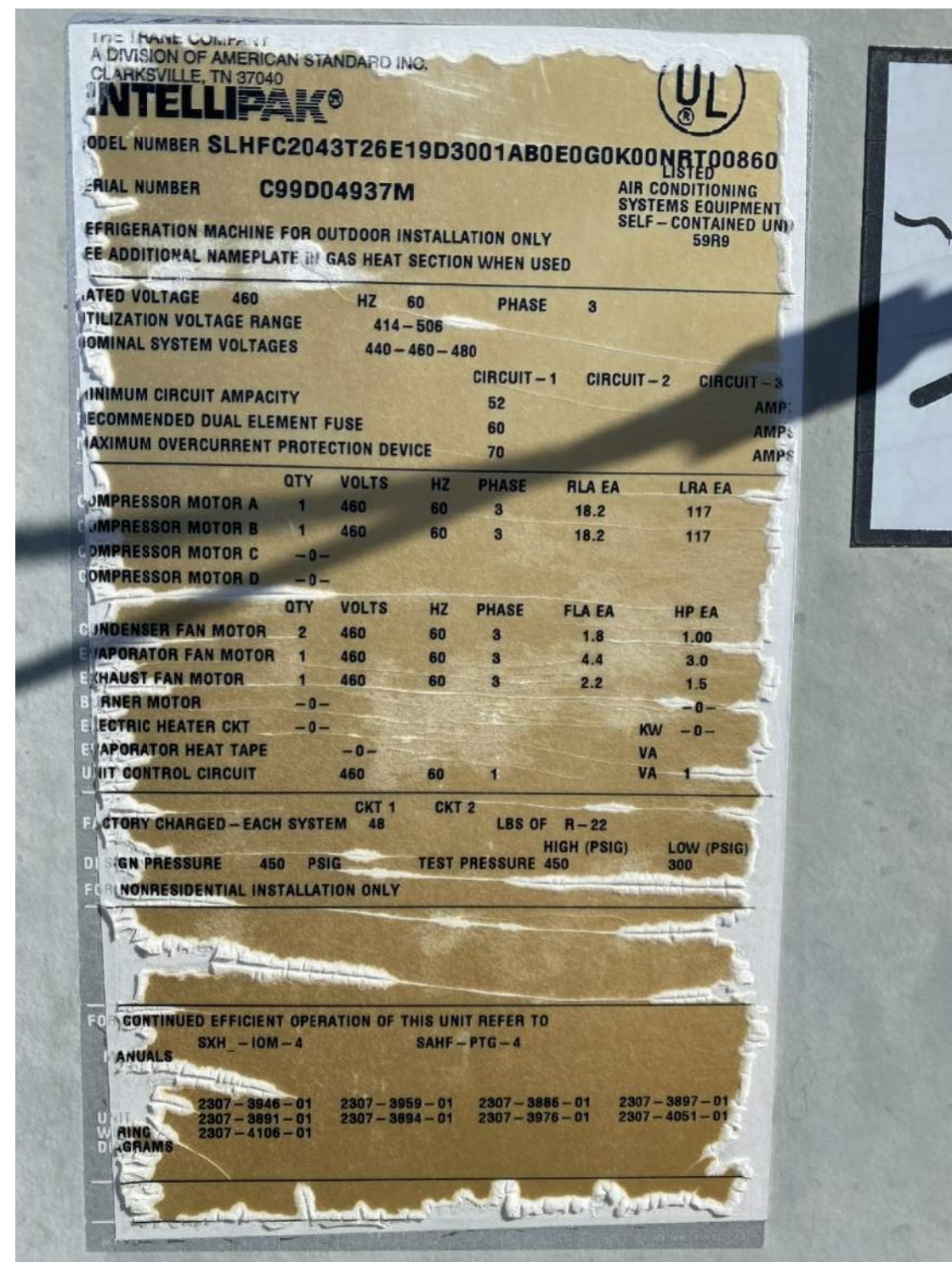
OPERATIONS BUILDING ROOFTOP AIR HANDLING UNIT SCHEDULE																	
EQUIPMENT NO.	SERVICE	SUPPLY AIR (CFM)	OUTSIDE AIR (CFM)	E.S.P. (IN. W.G.)	COOLING		GAS FIRED HEATING			FILTERS	EVAP FAN (HP)	ELECTRICAL			UNIT WEIGHT (LBS.)	MANUFACTURER & MODEL	OPTIONS /ACCESSORIES
					NOM. (TONS)	EAT / LAT (F)	INPUT (MBH)	OUTPUT (MBH)	V./PH./HZ.			MCA (A)	MOCP (A)				
OBAHU 1-1	OPERATIONS BUILDING	5,500	1,375	1.5	15	70 / 116.9	350	284	MERV 8 PRE-FILTER MERV 13 FINAL FILTER	3	480/3/60	37	45	2,600	TRANE - YZD180F	NOTES - 1 & 2	

NOTE:  
1. PROVIDE WITH ADAPTOR ROOF CURB TO MEETING EXISTING SA AND RA DUCT CONNECTIONS, COIL GUARDS, 100% MODULATING ECONOMIZER, OUTSIDE AIR MEASURING STATION, POWERED EXHAUST FAN, FACTORY UNITARY CONTROLS, FUSED DISCONNECT SWITCH, SCCR RATING OF 65,000 AMPS, HIGH ALTITUDE KIT, AND POWERED CONVENIENCE OUTLET. PROVIDE RETURN DUCT SMOKE DETECTOR, VFD ON SUPPLY AND EXHAUST FAN. THIS UNIT IS PART OF A VAV SYSTEM. PROVIDE WITH HIGH EFFICIENCY VARIABLE SPEED COMPRESSOR. PROVIDE WITH THE COMPONENTS, ACCESSORIES, AND CONTROLS FOR DEMAND CONTROL VENTILATION.  
2. PROVIDE AND INSTALL AQUA AERO CORROSION RESISTANT COATING ON INSIDE OF UNIT CASING, OUTSIDE OF UNIT CASING, DX COIL, AND CONDENSING SECTION.

EXISTING LABORATORY TRANE INTELLIPAK



EXISTING LABORATORY TRANE INTELLIPAK



EXISTING OPERATIONS BUILDING JOHNSON CONTROLS SERIES 10



EXISTING OPERATIONS BUILDING JOHNSON CONTROLS SERIES 10

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Bighorn Consulting Engineers, Inc.  
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PERSIGO TREATMENT PLANT  
LABORATORY RTU REPLACEMENT  
2145 RIVER ROAD  
GRAND JUNCTION, COLORADO

DATE:	ISSUED FOR:
06/02/2021	100% CONSTRUCTION DOCUMENTS
07/02/2021	ADDENDUM #1

DATE:	06/02/2021
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DRAWN BY:	BCE
CHECKED BY:	BCE
SCALE:	AS SHOWN
SHEET NUMBER:	M1-3





Solicitation Name:	RTU Replacement Persigo WWTP
Solicitation #:	IFB-4923-21-SH
Date:	7/1/2021
Time:	8:00 AM

# SIGN-IN SHEET



	Company Name	Representative Name	Phone	Email
1	ARCTIC	Cody DAVIS	<sup>248-9196 OFFICE</sup> (970) 462-2315 CELL	cody@arcticgj.com
2	Bighorn Engineers	Mack Harrington	180-314-4067	mack@bighorneng.com
3	Phillip McEneaney	White Star Electric	(970) 356-9419	phil@whitostarelectric.com
4				
5				
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11				
12				
13				
14				

## 4 Contractor's Bid Form

Bid Date: 7-20-21

Project: IFB-4923-21 SH "RTU Replacement"

Bidding Company: Arctic Cooling and Heating

Name of Authorized Agent: Damien Loy

Email damien@arcticgj.com

Telephone 970 248-9196

Address 321 Pitkin Ave

City Grand Jct

State CO

Zip 81501

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 0 percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 1.

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

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

Company: Arctic Cooling and Heating

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

Title: President



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

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
Trane	Startup Rooftop units	40
White Star		15

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

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



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Arctic Cooling & Heating, Inc.  
321 Pitkin Ave.  
Grand Junction, CO 81501

**SURETY:**

(Name, legal status and principal place of business)  
American Southern Insurance Company  
365 Northridge Road, Suite 400  
Atlanta, GA 30350

**OWNER:**

(Name, legal status and address)  
City of Grand Junction  
333 West Avenue, Building B  
Grand Junction, CO 81501

**BOND AMOUNT:** FIVE Percent of Amount Bid Penal Sum Not to Exceed  
Twenty Five Thousand and 00/100 Dollars (5% NTE \$25,000.00)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**PROJECT:**

(Name, location or address, and Project number, if any)  
IFB-4923-21-SH/ RTU Replacement Persigo WWTP

Project Number, if any:  
IFB-4923-21-SH

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

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

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

Signed and sealed this 20th day of July, 2021.

(Witness)

  
(Witness)

Arctic Cooling & Heating, Inc.

(Principal)


(Seal)

(Title)

American Southern Insurance Company

(Surety)

(Seal)

 Stefan E. Tauger, Attorney In Fact

(Title)



# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Suite 4-800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

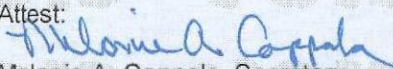
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Jeffery L. Booth of Blacklick, Ohio; James E. Feldner of West Lake, Ohio; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas, James A. Mallis of Charlotte, North Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

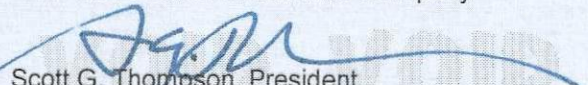
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

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

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 25th day of February 2021.

Attest:  
  
Melonie A. Coppola, Secretary

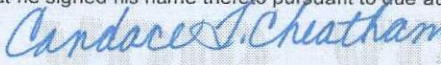


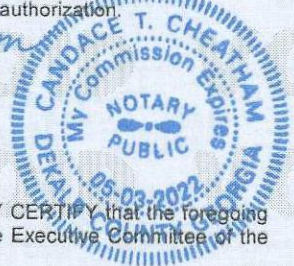
By:   
Scott G. Thompson, President

STATE OF GEORGIA  
SS:

COUNTY OF FULTON  
On this 25th day of February 2021, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

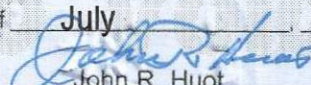
STATE OF GEORGIA  
SS:

  
Candace T. Cheatham  
Notary Public, State of Georgia  
Qualified in DeKalb County  
Commission Expires May 3, 2022



I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 20th day of July 2021.

  
John R. Huot  
Vice President

Power No. 51225