



Purchase Order
No. 2024-00000426

DATE 08/13/2024

Ph. (970) 256-4048

Fax

Ship To
City of Grand Junction
Pipe Maintenance
333 West Ave Building E
Grand Junction, CO 81501

Bill To
City of Grand Junction
Pipe Maintenance
333 West Ave Building E
Grand Junction, CO 81501

Vendor
VENDOR NO. 10684
Legacy General Contracting, Inc.
3275 C 1/2 Rd.
Palisade, CO 81526
Phone: (970) 433-3708

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

Award IFB-5468-24-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	CONTRACT SERVICES - KC WATER STORAGE TANK 301-610-010.8410 - Water Supply 632,335.20 F0006-F000616	632,335.2000	\$632,335.20
1.0000	Each	CONTRACT SERVICES - Retainage 301-610-010.8410 - Water Supply 33,280.80 F0006-F000616	33,280.8000	\$33,280.80
PURCHASE ORDER TOTAL				\$665,616.00

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

By: Dolly f. Daniels



NOTICE TO PROCEED

Date: January 15, 2025

Contractor: Legacy General Contracting, Inc..

Project: Kannah Creek Water Storage Tank IFB-5468-24-DD

In accordance with the Contract dated August 13, 2024, the Contractor is hereby notified to begin work on the Project on or before January 24, 2025.

The date of final completion is April 1, 2025.


CITY OF GRAND JUNCTION, COLORADO

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

Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Legacy General Contracting

By: A blue DocuSign signature stamp that says "DocuSigned by: Devin Mulford" with a handwritten signature of "Devin Mulford" over it.

Print Name: Devin Mulford

Title: Owner

Date: 1/16/2025



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 13th day of August 2024 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Legacy General Contracting, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Kannah Creek Water Storage Tank IFB-5468-24-DD.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Solicitation Documents for the Project including Addendum; **Kannah Creek Water Storage Tank (IFB-5468-24-DD)**
- Notice of Award
- Contractor's Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, for the proposed Concrete Tank, **the Lump Sum Amount of Six Hundred, Sixty-Five Thousand, Six Hundred, Sixteen and 00/100 Dollars (\$665,616.00) which reflects the 2% discount offered.** If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general

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

ARTICLE 6

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

ARTICLE 7

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

ARTICLE 8

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

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

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: DocuSigned by:
Duane Hoff Jr., Contract Administrator - City of Grand Junction 8/27/2024
9F789E7D50F148C...

Legacy General Contracting, Inc.

By: DocuSigned by:
Davin Mulford 8/27/2024
08703EFD2C24415... President Date



Purchasing Division

Invitation for Bid

IFB-5468-24-DD
Kannah Creek Water Storage Tank Project

Responses Due:
July 18, 2024, prior to 1:00PM

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

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:
Dolly Daniels, Senior Buyer; Acting as Purchasing Agent
dollyd@gjcity.org
970-256-4048

Invitation for Bids

Table of Contents

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

Appendix (Click on Links in Section 3.4)

Attachment A: 90 Percent Project Manual
Attachment B: Kannah Creek Water Tank Bid Set
Attachment C: Pre-Bid Map

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. A.D.A Document Compliance Requirements:** All work documents, and/or bid/proposal documents submitted, as a result of this Solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required to construct the Kannah Creek Water Storage Tank. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

IFB Questions:

Dolly Daniels; Purchasing Agent
dollyd@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this Solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.3. Non-Mandatory Pre-Bid Meeting:** **Prospective bidders are encouraged to attend non-mandatory pre-bid meeting on June 26, 2024 at 10:00AM.** Meeting location is at the Juniata Trailhead parking lot, just east of 4300 Purdy Mesa Rd, Lat/Long (38.956856,-108.285046). (See Attached Map/Directions) The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.4. 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.
- 1.5. Compliance:** All Bidders, by submitting a bid, agree to comply with all conditions, requirements, and instructions of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to clear understanding of the requirements, or should it appear that various instructions are in conflict, the Bidder(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.

- 1.6. **Procurement Process:** The most current version of the City [Purchasing Policy and Procedure Manual](#) is contracting and applies to this Solicitation.
- 1.7. **Submission:** *Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of bids. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/business-and-economic-development/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**)

**Bid Opening Kannah Creek Water Storage Tank Project IFB-5468-24-DD
Jul 18, 2024, 1:00 – 1:30 PM (America/Denver)**

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

<https://meet.goto.com/150151349>

You can also dial in using your phone.

Access Code: 150-151-349

United States: q+1 (571) 317-3122

Join from a video-conferencing room or system.

Meeting ID: 150-151-349

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 150151349@67.217.95.2 or 67.217.95.2##150151349

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

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

- 1.8. **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.
- 1.9. **Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and state the amounts both in words and in figures and must be signed and acknowledged by the Bidder.
The Bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Bid price shall be equal to the sum of all extended amount prices. When an item in the Price Bid Schedule provides a choice to be made by the Bidder, Bidder’s choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

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

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

Bids by Corporations must be executed in the corporate name by the president or vice president, or other business officer accompanied by evidence of authority to sign. The entity address and state of organization of the entity shall be shown below the signature.

All names must be typed or printed 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.

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

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

- 1.10. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.11. **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, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.12. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.13. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.14. **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.

- 1.15. 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.
- 1.16. 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/business-and-economic-development/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.
- 1.17. Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees and costs should not include taxes.
- 1.18. 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, Section XVI

“Taxes”. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.

- 1.19. 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 Agent, agrees to an extension.
- 1.20. Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Bidder taking exception to the specifications does so at the Bidder's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Bidder has not taken exception, and if awarded a Contract shall hold the Bidder responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.21. 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 Work or commodities from participants in such collusion.
- 1.22. 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.

- 1.23. Public Disclosure Record:** If the Bidder has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a “Public Disclosure Record”, a statement of financial interest, before conducting business with the Owner.

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 Owner, shall constitute an enforceable Contract equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. The Contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.
- 2.4. The Owner:** The Owner is the City and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and

Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.

- 2.6. Sub-Contractors:** A Sub-Contractor is a person or organization that has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the Work as may be designated in the bid requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its bid without forfeiture of bid security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased bid or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. No increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are, as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.
- 2.9. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Bidder submits a written request for approval to the Purchasing Agent at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed

substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Bidder shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other Contracts which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under the Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.
- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-contractors, its agents and employees, and all other persons performing any of the Work under a Contract with the Contractor.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall

remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery, and surplus materials.

- 2.16. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract and/or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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

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

(b) General Liability insurance with minimum limits of:

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

The policy shall be applicable to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests' provision.

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

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

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

TWO MILLION DOLLARS (\$2,000,000) per claim

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

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

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

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

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

2.19. Time: Time is of the essence with respect to the 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 including, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

2.20. Progress & Completion: The Contractor shall begin the Work on the Commencement Date as noted on the Notice to Proceed and perform the Work expeditiously with adequate forces to complete the Work within the Contract time/by the Completion date.

2.21. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's

Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

- 2.22. Bid Bond:** Each bid shall as a guaranty of good faith on the part of the Offeror 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 Offeror 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 Offeror shall guarantee its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

- 2.23. Performance & Payment Bonds:** The 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). The Contractor shall also furnish any 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, the Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until 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.

- 2.25. 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.

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

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00** 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.

- 2.27. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.29. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.

- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovering of the 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 its Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing as required by law.
- 2.37. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done, or information that comes to the attention of the Contractor during the course of performing such Work is to be kept strictly confidential.

- 2.38. Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from this Invitation for Bid.
- 2.39. Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- 2.40. Employment Discrimination:** During the performance of any Work, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.40.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - 2.40.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.41. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 "Affirmative Action/EEO."
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 2.43. 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 perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in additional Work, materials and/or administration services necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.45. 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 of the Contract Documents at any time in accordance with the terms thereof.

- 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 Contractor payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide 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,
- Take into account any prompt payment discounts offered by Bidder,
- Negotiate final terms with the Successful Bidder,
- Take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, 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 Bidder, proposed Subcontractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

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

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

The Owner reserves the right to reject the Bid of any 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 a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

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

- 2.51. 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 patent(s) and/or copyright(s). In no event shall the Owner be liable to the Contractor for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Invitation For Bid.
- 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 Invitation For Bid 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 a response to this Invitation For Bid are the responsibility of the Bidder and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.

2.58. Non-Appropriation of Funds: Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).

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 pricing 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 its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on Owner's Solicitation. Orders placed by participating jurisdictions under the terms of this Solicitation will indicate its specific delivery and invoicing instructions.

2.60. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

2.60.1. "Public project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects

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

3. Statement of Work

- 3.1. GENERAL:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to construct the Kannah Creek Water Storage Tank.

NOTE: The descriptions of the pay items listed in the Price Bid Schedule for this Project may not agree with those listed in the Standard Specifications. Payment for all Work performed, as required in the Contract Documents, will be in accordance with the items and units listed in the Price Bid Schedule.

The performance of the Work for this Project shall conform to the General Contract Conditions presented in the City of Grand Junction's Standard Contract Documents for Capital Improvements Construction, revised July 2010, except as specifically modified or supplemented herein or on the Construction Drawings.

- 3.2 PROJECT DESCRIPTION:** The City of Grand Junction operates the Kannah Creek water system, which consists of a water treatment facility, potable water storage and distribution system. Peak demand on this system has grown to exceed the storage capacity. The Kannah Creek Water Storage Tank project will construct a 150,000-gallon tank on the hilltop southwest of Juniata Reservoir. Two options of tank material are under consideration: (1) cast-in-place concrete (2) welded steel.

Bidding includes two bid alternates. Bidders may submit bids for the following:

Option 1: Construction of cast-in-place concrete water storage tank

OR

Option 2: Construction of welded steel water storage tank

OR

Both Option 1 and Option 2

3.3. SPECIAL CONDITIONS & PROVISIONS:

- 3.3.1 Non-Mandatory Pre-Bid Meeting:** Prospective bidders are encouraged to attend non-mandatory pre-bid meeting on June 26, 2024 at 10:00AM. Meeting location is at the Juniata Trailhead parking lot, Lat/Long (38.956856, -108.285046), just east of 4300 Purdy Mesa Rd. (See Attached Map/Directions) The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

- 3.3.2 Prequalification Requirement:** Contractors submitting bids over \$500,000 must be pre-qualified in accordance with the City's "Contractors Prequalification Application". All bids received by the specified time will be opened, but the City will reject bids over \$500,000 from contractors who have not been prequalified. Application forms for prequalification are available by clicking the [Application Link](#) Call 970-256-4082 for additional information. Due to the time required to process applications, all applications must be submitted no later than the application due date stated in the Solicitation

document. Contractors may view its approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).

Pre-Qualification: Contractors must either be pre-qualified in category **3E. Water Supply & Transmission** or submit the above noted Pre-Qualification Application. This requirement is to comply with State safety rules and regulations.

3.3.3 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:

Dolly Daniels; Senior Buyer/Purchasing Agent
City of Grand Junction
dollyd@gjcity.org

3.3.4 Project Manager: The Project Manager for the Project is William Comerer, Project Engineer, who can be reached at (970) 244-1417 or williamc@gjcity.org. 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
Department of Public Works and Planning
Attn: William Comerer, Project Manager
244 North 7th Street
Grand Junction, CO 81501

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

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

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

3.3.7 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.

3.3.8 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.

3.3.9 Contract: A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) Additional Documents as stated in Section 1.10, (3) the bidder's response

(bid) to the IFB, (4) clarification of the bid, if any, and (5) the City's Purchasing Department's acceptance of the bid by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the IFB shall be incorporated into the Contract by reference.

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

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

3.3.10 Time of Completion: The scheduled time of Completion for the Project will depend on which option of tank material is chosen (concrete or steel). Therefore, it is requested that bids include an estimate of the Time of Completion, in calendar days, for the option(s) submitted. Time of Completion starts upon receipt of the Notice To Proceed. For the purposes of this estimate assume the Notice To Proceed is given on September 3rd, 2024. The project must be completed before April 1st, 2025.

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.

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

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

3.3.12 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.

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

Mesa County Conditional Use Permit

The Contractor shall strictly adhere to the stipulations imposed by these permits.

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:

CDPHE Construction Dewatering and Discharge Permit

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

- None

3.3.15 Project Newsletters:

- None

3.3.16 Project Sign: Project signs, if any, will be furnished and installed by the City.

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

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

3.3.19 Traffic Control: Traffic control, if required, is the responsibility of the Contractor.

3.3.20 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.

3.3.21 Quality Control Testing: The Contractor is required to retain a consultant to perform quality control materials testing to determine the conformance of the work with the specifications.

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

- Critical Path Method Format Project Schedule
- All submittals identified in the project specifications, and all other materials to be incorporated into the completed project.
- Schedule of Values (See General Contract Condition 29).

3.3.23 Uranium Mill Tailings: It is anticipated that radioactive mill tailings will not be encountered on this Project.

3.3.24 Fugitive Petroleum or Other Contamination: It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with the Project.

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

3.3.26 Existing Utilities and Structures: Utilities were not potholed during design of this Project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of

the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Condition Section 37.

3.3.27 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.

3.3.28 Survey: The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested surveys.

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

- None

3.3.30 Existing Concrete Sidewalks, Pans, Fillets, Curbs and Gutters: The existing sidewalks, pans, fillets, curb and gutter are in good serviceable condition. In most instances the installation of new sidewalks and pavement will be adjacent to existing concrete. The Contractor will need to protect all concrete adjacent to construction. If the concrete is damaged during construction the Contractor will be responsible for its replacement at no cost to the City. The Contractor, the City Project Inspector, and/or the City Project Manager will walk and record any concrete that is deemed to be damaged before construction has started.

3.3.31 ACI Concrete and Flatwork Finisher and Technician: Hand finishing concrete will be permitted only when performed under the direct supervision of a craftsman holding the following certificate: ACI Concrete Flatwork Finisher and Technician (ACICFFT) or other Flatwork Finisher certification program approved by the City Engineering Manager.

3.3.32 Weekly Progress Meetings: The Contractor and Engineer shall schedule and hold Weekly progress meetings. The purpose of the meetings will be to review the progress of the work, maintain coordination efforts, discuss the schedule, and resolve issues that may develop.

3.4. SCOPE OF WORK The Work will include all necessary labor, supervision, equipment, tools and materials for the construction of a cast-in-place concrete or welded steel potable water storage tank. Work includes, but is not limited to, inlet and outlet piping, overflow and drain pipes, ladders, railings, hatches, electric controls, conduit, earthwork, site piping and all associated site work relating to the tank project. For a complete scope of work refer to: Standard Contract Documents 2010, construction documents, project manual listed in 3.4 Attachments. Construction for this Project must be completed by April 1, 2025.

3.5. Attachments: (Click on links below for access)

[90 Percent Review Project Manual](#)

[Kannah Creek Water Tank Bid Set](#)

[Pre-Bid Meeting Map](#)

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
- Contractor's Pricing

3.7. IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	June 10, 2024
Non-Mandatory Pre-Bid Meeting	June 26, 2024, 10:00AM
Inquiry deadline, no questions after this date	July 9, 2024, 5:00PM
Addendum Posted	July 11, 2024
Submittal deadline for proposals	July 18, 2024, 1:00PM
City Council Approval	August 7, 2024
Notice of Award & Contract execution	August 9, 2024
Bonding & Insurance Cert due	August 23, 2024
Preconstruction meeting	August 29, 2024
Work begins no later than	Receipt of Notice to Proceed (assume September 3, 2024)
Final Completion	By April 1, 2025
Holidays:	
Labor Day	September 2, 2024
Columbus Day	November 11, 2024
Thanksgiving	November 21-22, 2024
Christmas	December 25, 2024
New Years	January 1, 2025
Martin Luther King Day	January 15, 2025
President's Day	February 17, 2025

4. Contractor's Bid Form

Project: "Kannah Creek Water Storage Tank" IFB-5468-24-DD

Bid Date: _____

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 take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Title: _____

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

<u>Name & address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
<hr/>	<hr/>	<hr/>
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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.

Contractor Pricing Sheet
Project: "Kannah Creek Water Storage Tank" IFB-5468-24-DD

Concrete Water Storage Tank
Bid Amount \$ _____
Written Amount _____ Dollars

OR

Steel Water Storage Tank
Bid Amount \$ _____
Written Amount _____ Dollars

NOTE: If proposing Steel Tank, please include the following with the bid:

- Product cut sheet,
- Proposed size
- Lead time for delivery of product and parts,
- Time pricing is valid (Prefer 90 Days)
- Other? NSF 61? Typical Build time? Haul Requirements and Delivery Method.

Company: _____

Authorized Signature: _____

Title: _____



Purchasing Division

ADDENDUM NO. 1

DATE: June 26, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Kannah Creek Water Storage Tank Project IFB-5468-24-DD

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

Please make note of the following clarifications:

1. **Question:** What is the anticipated date of award?
Answer: An award will be made within a couple of days following City Council's approval currently scheduled for August 7, 2024. The City anticipates issuing the Notice to Proceed with construction by late September, pending Mesa County's approval of the Conditional Use Permit.
2. **Question:** Are there any other milestones other than final completion that have liquidated damages attached?
Answer: No
3. **Question:** Please confirm that American Iron and Steel procurement provisions do not apply to this project.
Answer: American Iron and Steel procurement provisions do not apply to this project
4. **Question:** Please confirm that this is not a prevailing wage project.
Answer: This is not a prevailing wage project.
5. **Question:** Are both concrete or steel options to be submitted or can only one option be proposed?
Answer: Either or both can be submitted.
6. **Question:** What is the engineer's estimate for this project?
Answer: This information is not released until bids have been opened.
7. **Question:** Can the Bid Schedule be provided in an Excel format?
Answer: The City requests that the successful bidder provide the Schedule of Values in both PDF and Excel formats. Refer to General Contract Condition 29.

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

Respectfully,

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

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: June 27, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Kannah Creek Water Storage Tank Project IFB-5468-24-DD

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

Please make note of the following clarifications:

1. **Question:** Where is the laydown area?
Answer: The recommended staging area is a short distance northeast of the Juniata Trailhead parking lot. Continuous access shall be provided to the materials stored in this area. For site access, the Contractor may add their own lock in "daisy chain" with the other gate locks in such a way that allows access by opening any single lock.
2. **Question:** If the start date is pushed back beyond September, perhaps by the County Conditional Use Permit, will the City accommodate with winter conditions?
Answer: Winter conditions should be included in the bid. Even without a late start the project will likely require winter conditions. Please refer to Specifications 03300 and 13340 as they provide requirements for concreting in cold weather.
3. **Question:** Is there liquidated damages if the work is not complete by April 1st, 2025, and what is the amount?
Answer: Yes, there are liquidated damages for that deadline and the daily amount is \$ 1,000.00 (see solicitation documents). Adjustments to the schedule can be made by a Request for Adjustment and subsequent change order.
4. **Question:** Will the City be able to provide a start date by the time the bids are due?
Answer: No, not a specific date. The start date depends on Mesa County approving the Conditional Use Permit.
5. **Question:** Will the pre-bid meeting sign in sheet be published?
Answer: Yes, it is currently published in BidNet and on the City Purchasing Website.

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

Respectfully,

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

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 3

DATE: July 8, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Kannah Creek Water Storage Tank Project IFB-5468-24-DD

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

Please make note of the following clarifications:

1. **Question:** Can the appurtenances such as ladders, hatches, handrails, etc. be coated to match the tank if it is a welded steel tank?
Answer: This is covered by par 2.4 of Section 13340. Interior ladder (fiberglass or aluminum), Exterior ladder can be coated with the exterior coating system, The specifications do not call out material for the hatch or handrail, so steel coated to match the tank is permissible.
2. **Question:** If a welded steel tank is submitted, does the Owner still want the drain sump?
Answer: Yes
3. **Question:** The welded steel tank specification mentions a 36" square roof hatch is desired whereas the drawing S1.1 shows a 36" X 48" aluminum hatch. If a welded steel tank is submitted, can the hatch be a 36" square steel hatch coated to match the tank?
Answer: All hatches should be 36" x 48". The hatch may be coated to match the welded steel tank.

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

Respectfully,

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

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 4

DATE: July 11, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Kannah Creek Water Storage Tank Project IFB-5468-24-DD

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

Please make note of the following clarifications:

1. **Question:** The pipe specification section appears to be missing Section 15060. Please provide.
Answer: Please see attachment below (Click on the link)
2. **Question:** If not answered with above question, please provide type of material required for Inlet, Outlet, and Overflow lines within tank.
Answer: Please see attachment below (Click on the link)
3. **Question:** I am bidding on the alternate welded steel tank; the project drawings are for concrete and show the inlet piping and the outlet piping coming up through the tank bottom. Will the inlet and outlet piping for the welded tank require them to come up through the tank bottom? Or come in through the tank shell?
Answer: Yes, the inlet and outlet piping for the welded tank is required to come up through the tank bottom to protect it from freezing. Please see the steel tank inlet and outlet profiles provided on sheets C2.2 and C2.3. The Contractor needs to take the piping from the connection/termination point in the profile view and bring it through the floor using a 90-degree bend as shown on sheet P1.0.
4. **Question:** I am bidding on the alternate welded steel tank; the project drawings are for concrete and show the drain piping coming up through the tank bottom. Will the drain piping for the welded tank require it to come up through the tank bottom? Or come in through the tank shell?
Answer: Yes, the drain piping for the welded tank is required to come up through the tank bottom and connect to the sump as shown on sheet P1.0.
5. **Question:** What size does the drain sump need to be?
Answer: 24"x24"x12" deep per sheet S1.0.
6. **Question:** Is this project tax exempt?
Answer: Yes
7. Sheets E0.1-E1.2 have been revised. The specifications have revisions throughout including the pipe specifications, and updates to the electrical and radio systems. Click on links below for updated specifications.

[Kannah Creek Tank Bid Set](#)

[Kannah Creek Tank Project Manual Bid Set](#)

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

Respectfully,

A handwritten signature in blue ink, appearing to read "Dolly Daniels".

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 5

DATE: July 12, 2024
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Kannah Creek Water Storage Tank Project IFB-5468-24-DD

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

Please make note of the following clarifications:

1. **Question:** The specs say the 6" is steel and 8" is DI but in the plans, it states the 6" is PVC C900 and the 8" is PVC with no type indicated?

Answer: Division 15060 of the specifications addresses the pipe inside and under the tank, Division 02510 addresses the pipe beyond the tank. All DIP and steel pipe inside and under the tank will be connected to the PVC pipe beyond the tank as illustrated in detail 3 on sheet P1.1. All pipe under the tank requires concrete encasement as illustrated in detail 8 of sheet SD0.1.

Division 02510 refers to the City's standards and specifications, which include the City's *Standard Specifications for the Construction of Underground Utilities*. Section 102.7b requires C900 DR18 PVC pipe unless otherwise specified.

The City is willing to allow DIP for the inlet and outlet piping in lieu of steel pipe for the concrete tank alternative.

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

Respectfully,

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

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



NOTICE OF AWARD

Date: August 13, 2024

Company: Legacy General Contracting, Inc.

Project: Kannah Creek Water Storage Tank IFB-5468-24-DD

You have been awarded the City of Grand Junction Contract for the Kannah Creek Water Storage Tank (IFB-5468-24-DD) for a lump sum fee of **\$665,616.00**.

Please notify William Comerer, Project Engineer at 970-244-1417 or williamc@gjcity.org for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

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

9F789E7D50F14BC...

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Legacy General Contracting

By: *Duane Hoff Jr.*

Title: owner

Date: 8/27/2024

From: [Devin Mulford](#)
To: [Kevin Kerr](#); [Dolly Daniels](#)
Subject: Re: References for Prequalification for Kannah Creek Water Storage Tank
Date: Wednesday, July 24, 2024 11:22:40 AM

EXTERNAL SENDER

Only open links and attachments from known senders. DO NOT provide sensitive information.

Dolly Thank you for your questions.

Is Legacy's bid contingent on receiving the mobilization immediately? **NO, we can wait a little closer to the permit approval to bill mobilization.**

Please explain why you require \$100,000 immediately for the concrete tank. **Prior to physical work starting on site, we will utilize this money to procure bent re-bar, underground pipe, valves, and fittings. In addition to that, get equipment to site all appropriate people and up front moneys that the tank contractor will need to mobilize and get on their schedule. All this material will need to be secured ahead of the permit approval so that we can hit the ground running immediately after approval so that we can avoid winter conditions as much as possible.**

Is it possible to request additional information on your experience relevant to the concrete tank option so that we can finalize our analysis? You can, but we have NOT built a concrete tank before. So, unfortunately reaching out to our references will not help much. We are defiantly qualified in the underground piping, civil, and foundations. We have a very skilled and qualified tank sub-contractor that I have asked for his company's resume that I should have by tomorrow to submit to you. Their only line of business is concrete tank foundations, and concrete tanks.

Devin Mulford
President
Legacy GCI
3275 C 1/2 Rd
Palisade, CO 81526
P) 970-901-2892
F) 970-550-7371

On Wednesday, July 24, 2024 at 09:53:32 AM MDT, Dolly Daniels <dollyd@gjcity.org> wrote:

Additional question

As part of the review of qualifications, it appears that you have sufficient experience with steel tank projects but we are unable to tell if you had any experience with concrete tanks or similar concrete structures. Is it possible to request additional information on your experience relevant to the concrete tank option so that we can finalize our analysis?

Thank you

Dolly Daniels

Senior Buyer

City of Grand Junction

O: 970-256-4048

gjcjcity.org | EngageGJ

From: Dolly Daniels Sent: Wednesday, July 24, 2024 9:42 AM To: Kevin Kerr
<kklegacycontracting@gmail.com>Cc: [REDACTED] Subject: RE: References for
Prequalification for Kannah Creek Water Storage Tank

Kevin and Devin

Pending a decision on the prequalification (I received all responses back from your references), please provide answers to the following:

Is Legacy's bid contingent on receiving the mobilization immediately? The steel tank submittal was for bolted tank, so for that, the City deems that non-responsive. Please explain why you require \$100,000 immediately for the concrete tank, especially with the County permitting delaying the start of the project for months. We would prefer to pay out the mobilization according to our contract documents.

Thank you

Dolly Daniels

Senior Buyer

City of Grand Junction

O: 970-256-4048

gjcity.org | EngageGJ

From: Kevin Kerr <kklegacycontracting@gmail.com> Sent: Friday, July 19, 2024 7:45 AM
To: Dolly Daniels <dollyd@gjcity.org> Cc: [REDACTED] Subject: Re: References for Prequalification for Kannah Creek Water Storage Tank

EXTERNAL SENDER Only open links and attachments from known senders. DO NOT provide sensitive information.

Good morning Dolly,

Thank you for the phone call yesterday.

Emails as requested:

Zach Swartly

zswartley@cwilrs.com

JarVor Williams

[REDACTED]

John Hasterlo

[REDACTED]

Kevin Kerr

Legacy General Contracting

legacygeneralcontracting.com

[REDACTED]

On Thu, Jul 18, 2024 at 4:27 PM Dolly Daniels <dollyd@gjcity.org> wrote:

>
>
>
>

> I am going to reach out to these individuals tomorrow for reference checks and was wondering if you have email addresses for them?

>

>

>

> Zach Swartly

>

> JarVor Williams

>

> John Hasterlo

>

>

>

> Thanks!

>

>

>

> Dolly Daniels

>

> Senior Buyer

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> City of Grand Junction

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> O: 970-256-4048

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> gjcity.org | EngageGJ

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4. Contractor's Bid Form

Project: "Kannah Creek Water Storage Tank" IFB-5468-24-DD

Bid Date: July 18, 2024Bidding Company: Legacy General Contracting Inc.Name of Authorized Agent: Devin MulfordTelephone 970-901-2892Address 3275 C 1/2 RoadCity PalisadeState Colorado Zip 81526

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 2 percent of the net dollar will be offered to the Owner if the invoice is paid within 15 days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: 5

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: Legacy General Contracting Inc.

Authorized Signature: Kevin Kerr

Kevin Kerr

Title: Director of Communications

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

<u>Name & address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
Great Plains Structure (Metal tank) Vadnais Heights, MN	tank fabrication and erection	50
Longhorn Construction (Concrete tank) Elizabeth, CO	tank fabrication and erection	45
Integrative Electric		5
		

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.

Contractor Pricing Sheet

Project: "Kannah Creek Water Storage Tank" IFB-5468-24-DD

Concrete Water Storage Tank
Bid Amount \$ <u>679,200</u>
Written Amount <u>Six hundred seventy-nine thousand two hundred</u> Dollars

OR

Steel Water Storage Tank
Bid Amount \$ <u>716,900</u>
Written Amount <u>Seven hundred sixteen thousand nine hundred</u> Dollars

NOTE: If proposing Steel Tank, please include the following with the bid: **Please see attached**

- Product cut sheet,
- Proposed size
- Lead time for delivery of product and parts,
- Time pricing is valid (Prefer 90 Days)
- Other? NSF 61? Typical Build time? Haul Requirements and Delivery Method.

Company: Legacy General Contracting Inc.

Authorized Signature: Kevin Kerr

Title: Director of Communications

Legacy General Contracting
SOV: Concrete Tank

Mobilization	100,000
Dirt work, trenching, foundation excavation and back fill	89,500
Survey, Compaction testing and Concrete testing	9,500
Install pipe valves and fittings	70,000
Concrete head walls	31,000
Tank install	317,000
Testing and start up	8,250
Electrical work complete	40,500
Demobilization	13,500
Total	679,250

***** Mobilization to be billed upon PO**

Legacy General Contracting
SOV: Steel Tank

Mobilization	112,000
Dirt work, trenching, foundation excivation and back fill	89,500
Survey, Compaction testing and Concrete testing	9,500
Install pipe valves and fittings	70,000
Concrete head walls	37,900
Tank install	337,000
Testing and start up	7,000
Electrical work complete	40,500
Demobilization	13,500
Total	716,900

***** Mobilization to be billed upon PO**



**Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)**

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Legacy General Contracting Inc
3275 C 1/2 Road
Palisade, CO 81526

SURETY:

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

Old Republic Surety Company

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.

OWNER:

(Name, legal status and address)

City of Grand Junction
244 North 7th Street
Grand Junction, CO 81501

BOND AMOUNT: 5%

PROJECT:

(Name, location or address, and Project number, if any) Kannah Creek Water Storage Tank Project
IFB-5468-24-DD

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 17th day of July, 2024

(Witness)

(Witness)

Kevin Kerr

(Principal)

Legacy General Contracting Inc- Representative

(Title)

Lisa Manley

(Surety)

Attorney-In-Fact

(Title)

(Seal)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **SAMANTHA SMITH, KEVIN SCALLY, LORI SMITH, LAUREL O'BRIEN, JEFF MOSTEK, LISA MANLEY**
of ARVADA, CO

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18th day of April, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18th day of April, 2024, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0192



Signed and sealed at the City of Brookfield, WI this 17th day of July, 2024.

Karen J. Haffner
Assistant Secretary



Legacy General Contracting, Inc.
3275 C ½ Road
Palisade, CO 81526
Phone: (970) 901-2892

July 18, 2024

Steel Tank Questions


Dolly Daniels
City of Grand Junction
Purchasing Agent

Dolly,

Below are **answers** relative to the steel tank questions posed in IFB-5468-24-DD
Kannah Creek Water Storage Tank Project

- Product Cut Sheet: **Attached cut sheet is from Canyon City, Colorado: Royal Gorge tank project size is 28' x 29' and is to be used as reference.**
- Proposed Size: **28' D x 33" H**
- Lead time for delivery of product and parts: **2 weeks design submittal, 27 weeks fabrication, 2 weeks tank install.**
- Time pricing is valid: **90 days.**
- NFS 61: **Yes**
- Typical build time: **2 weeks**
- Haul Requirements and Delivery Method: **All terrain forklift or payload.**

Thank you,,
Kevin Kerr
Legacy General Contracting





Legacy General Contracting, Inc.
3275 C ½ Road
Palisade, CO 81526
Phone: (970) 901-2892



345 Harvestore Drive
 Dekalb, IL 60115-9607 U.S.A.
 815-756-1551 Phone, 815-756-7821 Fax



ISO-0534

Project Name: Royal Gorge
 Project Location: Canon City, CO
 Dealer: Great Plains Structures, LLC
 3315 Labore Road
 Vadnais Heights, MN, 55110
 Phone: 651-484-0111

Project Number: 1713392

Submittal Release. No.: 2



Aquastore Glass Fused to Steel Bolted Storage Tank
 28' diameter (nom.) x 29' high (nom.) Model 2829
 Steel Floor Foundation

Panel interior coating: Vitrium fused glass with Edgecoat process
 Panel exterior coating: Fused glass
 Shell Exterior Color: Forest Green
 Roof Exterior Color: Forest Green
 Date: January 03, 2018

EQuote # 1713392 rev. 4
 Construction Method: Jack



This document consists of 26 pages.

Submitted by: Date:	Date: <u>1/4/2018</u>  	Date: _____ Expires: _____
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Tank Project Drawing Index

Document Number	Document Title
1713392-001	Tank Drawing
1713392-010	Tank Calculations & Design Formulas
1713392-011	Tank General Notes
1713392-012	Tank Fastener Schedule
1713392-013	Tank Schematic
1713392-014	Tank Parts List

Foundation Project Index

Document Number	Document Title
1713392-002	SF Foundation Drawing
1713392-003	Anchor Bolt Placement
1713392-020	Foundation Calculations
1713392-021	Foundation General Notes
1713392-022	Foundation Materials Schedule
1713392-023	Foundation Parts List
1713392-024	Foundation Fastener Schedule
1713392-025	Manufacturers Warranty

REL.: 2

DATE: January 03, 2018

BY: DT

SUMMARY OF TANK DESIGN INPUT DATA

STRUCTURE MODEL	28 29	
FOUNDATION TYPE	Steel Floor	
SPECIFIC GRAVITY	1.000	
H/V PRESSURE RATIO	1.000	
FREEBOARD	12.000 in	304.800 mm
ROOF TYPE	Knuckle	
ROOF WEIGHT	5.000 psf	24.410 kg/m ²
SC ROOF HEIGHT	2.500 in	63.500 mm
DC ROOF PROJ AREA	88.630 sq ft	8.234 sq m
DC ROOF CENTROID	23.040 in	585.216 mm
TOTAL ROOF HEIGHT	66.030 in	1677.162 mm
ROOF SNOW LOAD	35.000 psf	1.676 kPa
WIND DESIGN LOAD PER	AWWA D103-09 (18.00 psf)*	
EXPOSURE DIRECTION	ALL	
EXPOSURE FACTOR	C	
Iw	1.15	
BASIC WIND SPEED (3-SECOND GUST)	100.000 mph	45.000 m/s
WIND STIFFENER DESIGN PRESSURE	18.00 psf	
WIND PRESSURE ROOF SINGLE CURVATURE	18.000 psf	
WIND PRESSURE ROOF DOUBLE CURVATURE	15.000 psf	
SEISMIC DESIGN	AWWA D103-09	
Ss	0.250	
S1	0.071	
TL	4.0	
SEISMIC IMPORTANCE FACTOR	1.500	
SEISMIC DESIGN CATEGORY	C	
SDs	0.267	
SD1	0.114	
SITE CLASS	D	
FLAT BOTTOM GROUND SUPPORTED		
ANCHORED TANK		
DESIGN BASE SHEAR	V = 0.074 W	
ANALYSIS PROCEDURE	AWWA D103-09	
ALLOWABLES USED	AWWA D103-09	
DESIGN METHOD	ALLOWABLE STRESS DESIGN	
Add Anchors even if not required?	NO	
FLOOR O.D	28.000 ft	8534.400 mm
AQUA2 VERSION	3.8.3.1	
TANK PART LIST REVISION No.	N/A	
FND. PART LIST REVISION No.	N/A	

SUMMARY OF INTERNALLY ASSIGNED PARAMETERS

BOLT DIAMETER	0.500 in	12.700 mm
HOLE DIAMETER	0.562 in	14.288 mm
TOP COURSE EDGE DIST	1.000 in	25.400 mm
STEEL FLOOR IN FNDN	0.094 in	2.388 mm
DIST T/FTG TO B/FLR	0.000 in	0.000 mm
TOTAL FNDN THICKNESS	0.094 in	2.388 mm
STEEL FLOOR MATERIAL	30000 psi	207 MPa
SHEET DENSITY	590.000 pcf	9451 kg/m ³
STEEL ELASTIC MODULUS	30000000 psi	206843 MPa
STEEL FLOOR DENSITY	590 pcf	9451 kg/m ³
NET SHEET WIDTH	105.462 in	2679.000 mm
NET STANDARD SHEET HT.	54.990 in	1397.000 mm
STARTER PANEL HEIGHT	18.683 in	475.000 mm
INVENTORY USED	wssf(1311)	

28 29 AQUASTORE STRUCTURE DESIGN SUMMARY (10 FULL LENGTH SHEETS PER RING/COURSE)

COURSE NUMBER	THICKNESS (in)	THICKNESS (mm)	SHEET CODES	MATERIAL CODE	LIMITING FACTOR(S)
1	0.1320	3.353	1201	2	
2	0.1320	3.353	1201	2	
3	0.1320	3.353	1201	2	
4	0.1320	3.353	1201	2	
5	0.1320	3.353	1201	2	
6	0.1640	4.166	1201	2	
FND	0.1970	5.004	6321	2	

WIND STIFF REQUIRED	REQUIRED / ACTUAL SECT MOD	DESCRIPTION
NONE		

ANCHORS REQUIRED:	(1)1 inch ANCHORS REQUIRED PER SHEET.
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STRUCTURE DIAMETER	= 27.97 ft	8526.68 mm
HEIGHT OF STRUCTURE TO EAVE	= 29.14 ft	8880.42 mm
SLOSHING WAVE HEIGHT	= 0.78 ft	238.32 mm
MINIMUM FREEBOARD	= 0.78 ft	238.32 mm
VOLUME OF STRUCTURE TO EAVE	= 17908 cu ft	507 m3
VOLUME OF CONTENTS	= 17293 cu ft	490 m3
VOLUME OF CONTENTS	= 129361 gal	489683 L
VOLUME OF STEEL FLOOR FND.	= 5 cu ft	0 m3

WEIGHT OF EMPTY CYLINDER ABOVE FLOOR	= 17641 lb	8002 kg
WEIGHT OF ROOF	= 3073 lb	1394 kg
SNOW (LIVE) LOAD	= 21512 lb	9758 kg
WEIGHT OF CONTENTS	= 1079083 lb	489464 kg
STEEL FLOOR WEIGHT	= 2846 lb	1291 kg
TOTAL WEIGHT ON FOOTING	= 1124156 lb	509908 kg

WIND SHEAR AT TOP OF FOOTING	= 16105 lb	71640 N
WIND MOMENT AT TOP OF FOOTING	= 258477 ft-lb	350 kN-m
SEISMIC SHEAR AT TOP OF FOOTING	= 83013 lb	369258 N
SEISMIC MOMENT AT TOP OF FOOTING	= 973891 ft-lb	1321 kN-m
SEISMIC MOMENT MAT FOUNDATION	= 1315284 ft-lb	1784 kN-m

HOOP STRESS ANALYSIS**--STRESS-(PSI)--**

Course Number	Depth (ft)	Press (PSI)	Net Tensile	Allowable Tensile	Hole Bearing	Allowable Bearing	Bolt Shear	Allowable Shear
1	3.7	1.6	2752	25400	4272	67500	1436	29454
2	8.2	3.6	6192	25400	9613	67500	3231	29454
3	12.8	5.6	9632	25400	14953	67500	5026	29454
4	17.4	7.5	13071	25400	20293	67500	6821	29454
5	22.0	9.5	16511	25400	25634	67500	8616	29454
6	26.6	11.5	16058	25400	24931	67500	10412	29454
FND	28.1	12.2	12732	25400	18427	67500	9244	29454

AXIAL STRESS ANALYSIS**--STRESS-(PSI)--**

Course Number	Axial Compressive	Allowable Compressive	Hole Bearing	Allowable Bearing	Bolt Shear	Allowable Shear
1	195	1532	1962	67500	660	29454
2	214	1532	2151	67500	723	29454
3	233	1532	2340	67500	786	29454
4	252	1532	2528	67500	850	29454
5	270	1532	2717	67500	913	29454
6	236	1891	2375	67500	992	29454
FND	203	2256	1021	67500	512	29454

WIND STRESS ANALYSIS**--STRESS-(PSI)--**

Course Number	Axial Comp	Wind Bend	Total Comp	Allowable Comp	Hole Bear	Allowable Bear	Bolt Shear	Allowable Shear
1	41	15	56	2042	565	90000	190	39272
2	60	39	98	2042	987	90000	332	39272
3	78	73	151	2042	1518	90000	510	39272
4	97	118	215	2042	2158	90000	725	39272
5	116	173	289	2042	2907	90000	977	39272
6	112	193	305	2521	3067	90000	1281	39272
FND	100	178	277	3007	1393	90000	699	39272

SEISMIC STRESS ANALYSIS**--STRESS-(PSI)--**

Course Number	Axial Comp	Seismic Bend	Total Comp	Allowable Comp	Hole Bear	Allowable Bear	Bolt Shear	Allowable Shear
1	41	51	92	2042	925	90000	311	39272
2	60	113	172	2042	1729	90000	581	39272
3	78	225	303	2042	3048	90000	1024	39272
4	97	405	502	2042	5045	90000	1696	39272
5	116	660	776	2042	7793	90000	2620	39272
6	112	814	926	2521	9305	90000	3886	39272
FND	100	771	871	3007	4374	90000	2194	39272

SEISMIC STRESS ANALYSIS CONTINUED

Course Number	--STRESS-(PSI)--		Allowable Tensile
	Hydro-Dynamic Hoop	Total Hoop	
1	271	3022	33867
2	483	6675	33867
3	681	10313	33867
4	841	13913	33867
5	906	17417	33867
6	770	16828	33867
FND	653	13385	33867

TANK DESIGN SPECIFICATIONS

This tank is designed in accordance with the AWWA D103-09 Specification.

See page 1 of Document 1713392-010 for Summary of Tank Design Input Data.

COATINGS SPECIFICATIONS

Coatings used on components of this tank are in compliance with the appropriate sections of AWWA Standard D103.

STRUCTURE BOLT SPECIFICATIONS

Structure bolts are carbon steel, zinc mechanically deposited per the latest revision of ASTM B695, class 50, type 1; with 1/2"-13 UNC-2A thread, and conform to AWWA D103-09, Section 4.2.1 and 4.2.2, as noted below.

A. 1 inch long and 1-1/4 inch long bolts conform to the mechanical properties of SAE J429, Grade 5

- equivalent to the mechanical properties of ASTM A325.

B. 1-1/2 inch long and longer bolts conform to the mechanical properties of SAE J429, Grade 8

- equivalent to the mechanical properties of ASTM A490.

Unless noted, all tank structure connections are bearing type connections, snug-tight condition, per ANSI/AISC 360-05. Tank manufacturer does not require special inspection per IBC, Section 1704.

APPURTENANCE AND PIPING ORIENTATION

Orientation of all appurtenances and piping connections shall be established in the field.

THROUGH-THE-SHEET PENETRATIONS

All openings through the tank side wall greater than 2 inches (51 mm) in diameter shall be reinforced in accordance with AWWA D103-09, Section 5.10. All openings through sheets having less than 24 inches (610 mm) between horizontal bolt lines, or having less than 24 inches (610 mm) of available sheet space from the floor surface up to the first horizontal bolt line shall not exceed a diameter of 2 inches (51 mm).

These openings of 2 inches (51 mm) and less shall be reinforced in accordance with AWWA D103-09, Section 5.10.

LADDER AND ROOF SPECIFICATIONS

The ladder and roof walkway systems are manufactured in compliance with AWWA Standard D103

Section 7.4. and meet minimum OSHA requirements. In addition, the tank ladder side rails are fabricated from 6061-T6 aluminum while the ladder rungs are fabricated from 6061-T4 aluminum.

ATTACHMENTS TO THE TANK SHELL

This tank is designed to support all attachments supplied by CST Storage. Unless noted otherwise in this document, the tank is not designed to support any loads from attachments supplied by others. Per AWWA D103, all attachments made to the tank shall be designed so that no significant load is imparted on the tank wall. Attachments include those for piping, nozzles, mixers, brackets, supports, etc.

ROOF MANWAY OPENING

Field cut roof manway opening from roof panel and/or roof knuckle using the outside edges of the prepunched notches and holes as the opening outline. (Do not use a cutting torch to perform this operation.) Apply sealer to the appropriate roof surfaces and field cut edges.

CATHODIC PROTECTION SPECIFICATIONS

This tank is equipped with a cathodic protection system conforming to NACE SP0196-2011. This system is designed to protect the items described below.

Entire submerged portion of tank sidewall and floor area including appurtenances supplied by the tank manufacturer. Submerged uncoated metal objects not supplied by the tank manufacturer totaling: 0 sq. ft.

Submerged coated metal objects not supplied by the tank manufacturer totaling: 0 sq. ft.

This system is suitable for use in liquid having a resistivity of 3500 - 5000 ohm-centimeters.

Field verification of liquid resistivity is required after the tank is placed into service.

The performance of the cathodic protection system may be adversely affected if the system is operated outside the resistivity range above.

The presence of submerged uncoated metallic items, for which cathodic protection has not been provided by the tank supplier, may also adversely affect the performance of the cathodic protection system.

Electrical isolation and/or the determination of the cathodic protection requirements for such submerged items shall be the responsibility of the owner or the owner's designated agent.

Tank warranty issues may also be affected.

For further information, refer to the instructions provided with the cathodic protection system.

Structure bolt quantities at (H)orizontal and (V)ertical seams

Thru the sheet fasteners							
BOLT LENGTHS:	1"	1 1/4"	1 1/2"	1 3/4"	2"	2 1/4"	2 1/2"
	25.40	31.75	38.10	44.45	50.80	57.15	63.50
GRAVITY VENT	24						
CAP	60						
PANEL/KNUCKLE	1496	4					
MANWAY		18					
SEAM Wide H 1	165	46	0	0	0	0	0
SEAM V 1	510	0	0	0	0	0	0
SEAM Wide H 2	196	24	0	0	0	0	0
SEAM V 2	510	0	0	0	0	0	0
SEAM Wide H 3	200	20	0	0	0	0	0
SEAM V 3	510	0	0	0	0	0	0
SEAM Wide H 4	198	22	0	0	0	0	0
SEAM V 4	510	0	0	0	0	0	0
SEAM Wide H 5	200	20	0	0	0	0	0
SEAM V 5	510	0	0	0	0	0	0
SEAM Wide H 6	0	220	0	0	0	0	0
SEAM V 6	0	510	0	0	0	0	0
SEAM Fnd. H 7	0	200	20	0	0	0	0
ACCESS DOOR	0	0	0	36	0	0	0
REINF. PLT.	0	0	110	0	0	0	0
Total:	5089	1084	130	36	0	0	0

Note: All brackets at top of specified ring.

Rings are identified from top of tank to foundation

Ring #	Sheet Thick.	Bracket Type	Bracket Quantity	Vertical Bolt Line	Shell Sheet Part No.
RING # : 1	0.1320" (3.4mm)	Y-BRKT	4	2V	256050-1200
RING # : 2	0.1320" (3.4mm)	Y-BRKT	4	2V	256050-1200
RING # : 3	0.1320" (3.4mm)	NONE	0	2V	256050-1200
RING # : 4	0.1320" (3.4mm)	Y-BRKT	2	2V	256050-1200
RING # : 5	0.1320" (3.4mm)	NONE	0	2V	256050-1200
RING # : 6	0.1640" (4.2mm)	Y-BRKT	2	2V	256050-0500
FND. :	0.1970" (5.0mm)	NONE	0	3V	See fnd. parts list

Item	Quantity	Part No.	Description
-	1	1713392-001	TANK ASSEMBLY
1	1	1713392-002	FOUNDATION ASSEMBLY
2	1	266489J2300	ROOF CAP
3	30	266488J2200	ROOF PANEL, COLOR
4			
5	29	266487J2200	ROOF KNUCKLE, COLOR
6	1	275604J2200	ROOF KNUCKLE W/ MANWAY CUTOUT
7	1	266497-000	ROOF GUARDRAIL ASSEMBLY
8	99	263156-001	PLASTIC ENCAPSULATED NUT
9	1	255469-000	GRAVITY VENTILATOR
10	1	275595-000	MANWAY ASSEMBLY, 18" X 24"
11	1	264391-000	MANWAY PLATFORM ASSEMBLY
12			
13	4	267692-000	EDGE TRIM
14	6	265777-203	SEALER 98, CARTONS (BLACK)
15	1	268476-000	FALL PROTECTION BRACKET
16			
17	1	258447-003	LADDER W/CAGE KIT
18	1	264769-000	LADDER DOOR ASSEMBLY
19			
20			
21	1	277652-000	GASKET, 30"
22	2	266215-1000	REINFORCING PLATE, 262"
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			
44	5089	262000-001	STRUCTURE BOLT, 1"
45	1084	262000-002	STRUCTURE BOLT, 1 1/4"
46	130	262000-003	STRUCTURE BOLT, 1 1/2"
47	36	262000-004	STRUCTURE BOLT, 1 3/4"
48			
49			
50			
51			
52			
53			
54			
55			
56	6240	252275-000	WASHER, 1/2"
57	6240	262416-001	HEX. NUT, 1/2" HDZ
58			

Item	Quantity	Part No.	Description
59			
60	6	264913-000	BUSS BAR
61	1	276534-000	AQUASTORE CP LIT. PACK
62			
63	2	266680-100	CATHODIC PROT. SYSTEM - MAG.
64			
65			
66	2	262778-000	DANGER DECAL
67	1	257249-000	INFORMATION SIGN
68	1	266182-000	NAMEPLATE
69	1	271220-000	OPERATORS MANUAL
70	3	262166-000	IMPORTANT DECAL
71	3	260581-000	TANK MOD. WARNING DECAL
72			
73			
74	6	260910-000	Y BRACKET ASSY. SET (SHORT)
75			
76			
77			
78			
79			
80			
81	1	266217-0502	30" ROUND ACCESS DOOR SHEET
82			
83	1	268570-031FG	30" ACCESS DOOR, NORMAL DUTY, EPOXY
84			
85			
86			
87			
88			
89	50	256050-1200	SHELL SHEET 0.1320" HSLA
90	9	256050-0500	SHELL SHEET 0.1640" HSLA
91			
92			
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Minimum guidelines and specifications are given below. The owner or the owner's designated agent may amend or modify these guidelines and specifications, but in no case shall the requirements be less than those given below.

FOUNDATION DESIGN

See Tank Foundation Design Input Data Sheet for foundation design data.

SITEWORK

1. Clear the site of all vegetation, organic materials, rubbish, debris, and other foreign or objectionable materials above the ground surface. Remove all top soil, stumps, large roots, buried logs, and other objectionable materials below the ground surface.
2. Soil beneath the entire tank and foundation shall be inspected and certified by a licensed geotechnical engineer prior to construction of the foundation to verify that the following criteria have been met. If the soil is not verified, or if the soil does not meet all of these criteria, the foundation design contained in this submittal shall be null and void.
 - a. The soil shall be undisturbed soil or compacted fill.
 - b. The soil shall have a minimum assumed allowable bearing capacity of **3000 psf (143641 Pa)** at depth below grade as indicated or below frost depth, whichever is deeper. All soil beneath the entire tank and foundation shall meet or exceed the assumed minimum bearing capacity.
 - c. The soil shall provide uniform support for the entire foundation.
 - d. The soil shall be suitable in all respects to properly support the tank.
3. The soils shall be inspected and certified as suitable immediately prior to placing of concrete.
4. Unless otherwise required in the site specification or otherwise directed by the onsite geotechnical engineer, all compacted fill shall be placed in layers not exceeding 8" in loose thickness and shall be compacted to a minimum density of 97% of the material's standard Proctor maximum dry density (ASTM D698).
5. It is acceptable to bank / earth form the sides of footings when and only when all of the following conditions are met:
 - a. Soils suitable to bank forming are present.
 - b. All OSHA and other safety precautions and requirements are met.
 - c. All local and other regulatory and statutory requirements are met.
 - d. The onsite geotechnical engineer gives approval.
 - e. The correct concrete clear cover dimensions are maintained.
6. Orientation of connecting piping shall be established in the field.
7. Place all underground piping then backfill and compact to site specifications. Inlet/outlet piping may penetrate ring walls provided the penetration is circular and limited to the middle two quarters of the wall height. All details of modifications to foundation reinforcement, cushioning needs, thrust blocks, and encasement shall be provided by others. Otherwise, all piping must pass beneath the footing unless the footing/foundation system has been designed and fully detailed by others to accommodate both a pipe passing through it and the proper transfer of tank loads to the supporting soil.
8. If conditions exist which require footing and/or floor design details differing from those shown on the drawings herein, such new design and details shall be provided by the owner or the owner's designated agent. CST Storage will not show details on its drawings other than those derived as a result of the design efforts of its own Engineering Department.

CONCRETE WORK

Concrete work shall conform to the requirements of ACI 301-05, published by the American Concrete Institute, Farmington Hills, Michigan, except as modified by the supplemental requirements noted below.

1. Concrete shall attain an ultimate 28 day compressive strength of 4000 PSI (27579 KPa).
2. Reinforcing bars shall conform to ASTM A615, grade 60. Welding of bars is not permitted. Field bending of partially embedded reinforcing bars shall conform to Section 3.3.2.8.
3. Cement shall conform to ASTM C150, Type I or Type II with air entraining admixture per ASTM C260 added at the mixer to achieve 4-6% by volume of entrained air at the point of concrete placement.
4. Maximum aggregate size shall be 1 1/2" (38 mm). Fine and coarse aggregate shall conform to ASTM C33, and the restrictions on reactive materials specified in ASTM C33, paragraphs 7.3 and 11.2, shall apply.
5. Ready mixed concrete shall conform to ASTM C94, Option A. The supplier shall be responsible for determining the proportions used in the concrete mix.
6. Earth cuts may be used as formwork for footings only, provided the footing depth does not exceed 48" (1219 mm).
7. Finished surfaces
 - A. Rough form finish is acceptable for vertical surfaces.
 - B. Floated finish is required for the floor surface.
8. The following sections of ACI 301-05 do not apply:
 - 6 - Architectural Concrete
 - 7 - Lightweight Concrete
 - 8 - Mass Concrete
 - 9 - Prestressed Concrete
 - 10 - Shrinkage-compensating Concrete

These materials are to be furnished by the builder. Quantities are estimated.

CONCRETE REQUIREMENTS:

CONCRETE IN FOOTING:-		
Per 1" depth (25.4 mm)	0.6 cu. yds	0.5 m3

Item	Quantity	Part No.	Description
-	1	1713392-002	S.F. FOUNDATION ASSY.
1	10	261713-1300	0.1970" FND. SHT. HSLA
2	1	263749K0100	28.0 FT. DIA. FLOOR ASSEMBLY
3			
4			
5			
6			
7			
8	10	261067-002	TAPERED SPACER
9			
10	10	265621-008	ANCHOR BOLT ASSY., 1"
11	10	261424-000	ANCHOR BOLT CHAIR
12			
13	10	261725-008	WASHER, PLATE, 1"
14			
15			
16			
17	5	265777-203	SEALER 98, CARTONS (BLACK)
18			
19			
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21			
22			
23			
24			
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27			
28			
29			
30			
31			
32			
33	45	263156-001	ENCAPSULATED NUT, PLASTIC
34	8	017500-060	CAP SCREW, 1/2" X 2 1/2"
35			
36			
37	552	262000-002	STRUCTURE BOLT 1 1/4"
38	120	262000-003	STRUCTURE BOLT 1 1/2"
39			
40			
41	680	262416-001	HEX NUT, 1/2" HDZ
42	695	252275-000	WASHER, 1/2"
43			
44	4	082566-000	CLAMP ANGLE
45	1	261795-000	CENTER SUMP
46			
47			
48			
49			

Item	Quantity	Part No.	Description
50			
51			
52			
53			
54			
55			
56			
57	1	266346K0100	CENTER COVER PLATE
58			
59	1	255336-001	PIPE CONNECTION, 6"
60	1	255336-002	PIPE CONNECTION, 8"
61	1	255336-004	PIPE CONNECTION, 12"
62			
63	1	255338-001	LINK SEAL, 6"
64	1	255338-002	LINK SEAL, 8"
65	1	255338-007	LINK SEAL, 12"
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BOLT LENGTHS:	1"	1 1/4"	1 1/2"	1 3/4"	2"	ANCHOR RODS
	25.40	31.75	38.10	44.45	50.80	
ANCH. CHAIR	0	40	40	0	0	
VERTICAL	0	130	0	0	0	
HORIZONTAL	0	321	80	0	0	





LIMITED WARRANTY (Tanks & Covers)

All of the following provisions on this page constitute CST Industries, Inc.'s LIMITED WARRANTY for its products, all of which are part of the terms and conditions of sale.

LIMITED WARRANTY: CST warrants to the original buyer that our products will be free from defects in material and workmanship under normal conditions and use for a period of 12 months from the date of installation or 14 months from the date of shipment, whichever is earlier. This warranty may not be transferred or assigned to any other person or entity other than the original owner of the Project if different from the Buyer. This warranty does not contemplate any future performance by us. This Warranty is contingent upon and will be invalidated by our failure to receive full and timely payment of all invoices relating to the Project.

EXCLUSIONS: This Warranty does not cover products or materials that are not manufactured or sold by us. This warranty does not cover products that have been altered or repaired by anyone other than us without our written consent.

This Warranty excludes damage to or the failure of our products or systems as a result of:

1. Material defects or failures of products not manufactured by us;
2. Fire, flood, high winds, earthquake, lightning strikes, or other catastrophic events or other Acts of God;
3. Vandalism, physical abuse, misuse, neglect, accident, or other physical damage to the products or systems;
4. Exposure to chemicals or other substances, materials, or temperatures that are not anticipated;
5. Physical damage to the integrity of the products including but not limited to, penetrations, crushing, breaking, or other destruction;
6. Any change in use of the products or the project not expressly acknowledged and agreed to by us, including without limitation, the storage of materials with different composition, maximum bulk densities or flow characteristics, or a change in the process;
7. Structural design and operating performance issues, problems or consequences attributable in whole or in part to the correctness of design and operating parameters provided by Buyer or the correctness of interfacing work, material or services provided by Buyer (such as foundations or attached process or control equipment); and
8. Any failure to handle, store, transport, install, maintain, or operate our products in accordance with our instructions, applicable building codes, and standard industry practices. This includes, but is not limited to, proper operation and maintenance, filling and emptying. Ventilation and pressure/vacuum relief devices must be maintained by Buyer to assure that design pressures and vacuums are not exceeded. Grouting, if required, must be installed and properly maintained by Buyer. Tanks, covers, lining/coatings, cover structure or sheeting/panels, sealers and gaskets, etc. must be maintained by Buyer as necessary to protect against damage, wear and corrosion. Buyer must perform tank and cover inspections in accordance with Seller's guidelines and provide written inspection reports to Seller within two (2) months of each required maintenance period. All evidence of tank, cover, or tank lining damage, both internal and external, is to be repaired by Buyer using repair methods specified by Seller.

REMEDY: Your sole and exclusive remedy is limited to our providing you a replacement product or part, repairing the defective product or part, or paying you the value of the defective product or part, at our sole discretion. We will not pay for the labor or other costs to remove or replace the defective product or part, including labor or other costs to remove the contents and/or clean a structure or obtain access to the defective product or part. There may be certain circumstances where we will elect to repair the condition rather than provide you a replacement product or part, as an alternative remedy. This Warranty shall not have failed its essential purpose as long as we are willing to provide comparable replacement product or part or elect one of the alternative remedies.

LIMITATION OF LIABILITY: THE WARRANTY DESCRIBED ABOVE IS THE ONLY WARRANTY MADE BY US AND SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WE SHALL NOT BE LIABLE FOR ANY OTHER DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, LOST SALES, LOSS OF CONTENTS, LOSS OF USE, ANY INABILITY OF BUYER TO PROVIDE PRODUCT OR SERVICES TO A CUSTOMER, INJURY TO PERSON OR PROPERTY (INCLUDING DAMAGE TO THE BUILDING OR ITS CONTENTS AS A RESULT OF FIRE, EXPLOSION OR OTHERWISE), ENVIRONMENTAL INJURIES, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE. THE TOTAL LIABILITY OF SELLER TO BUYER IN CONTRACT, TORT (INCLUDING FAULT, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE RESULTING FROM OR ARISING OUT OF ANY CAUSE WHATSOEVER IN CONNECTION WITH THIS SALE SHALL UNDER NO CIRCUMSTANCES EXCEED THE EX-WORKS MATERIAL AMOUNTS ACTUALLY PAID TO US. This limitation of liability shall apply to any claim against us to the fullest extent permitted by law, including without limitation any claim of breach of contract, negligence, misrepresentation, nondisclosure, breach of any duty of good faith and fair dealing, violation of any consumer protection statute, or any tort claims.

CLAIM PROCESS: To make a claim under this Warranty you must follow the claims process set forth in the Warranty Online service, which is available at <https://partsonline.cstindustries.com>. CST must be notified of all warrantable conditions within ninety (90) days of discovery. For reimbursement, all claims must be filed within forty-five (45) days after repairs are made. Any action brought by you arising out of or in connection with breach of this Limited Warranty shall be commenced within ninety (90) days after the expiration of Warranty. Once a claim has been made, we have the right to perform an on-site inspection of our products.



LIMITED WARRANTY
(Tanks & Covers)

ADDENDUM TO LIMITED WARRANTY DOCUMENT 283970-000

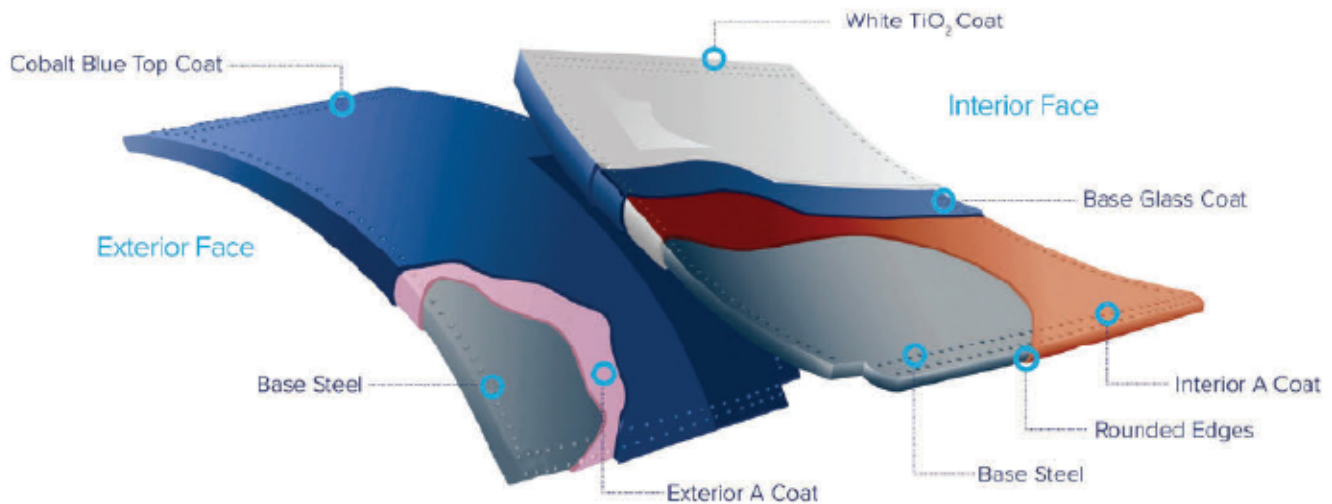
This Addendum applies to a five (5) year limited extended warranty for an Aquastore[®] liquid storage tank storing potable, fire protection or municipal waste water, MIP #1713392, under the following conditions only:

1. The tank must only be used to store potable water, fire protection water or municipal waste water. This is not to be used as a Digester. This extended warranty shall void and terminate if the tank is used for storage of any other liquid.
2. The tank must be made from 3c1f and Manus 75AM. Cathodic Protection system must be installed.
3. Customer must keep monthly records of the product stored to confirm it is consistent with information provided on the CST submittal and order documentation.
4. Buyer is responsible for maintenance of the tank (at Buyer's expense) per CST's Aquastore O&M Manual.
5. The following tank inspections are to be conducted by a representative of a CST Storage Authorized Dealer:
 - a. Either a 67-volt wet sponge holiday test performed during installation or an Internal Inspection year one after liquid is first introduced into the tank. Holiday test must be performed by the Installer. Records shall be kept by the Installer.
 - b. Cathodic Protection Periodic Inspection year one after liquid is first introduced into the tank.
6. It is the tank owner's responsibility to schedule the inspections listed above and retain the written reports of the result of the inspections. Internal Inspections can be completed and documented by:
 - a. Visual out of service inspection
 - b. Divers (if applicable)
 - c. Remotely operated vehicles (if applicable)
7. This is a pro-rated warranty for the glass coating system.
8. CST must be notified of all warrantable conditions following the Warranty process set forth in the Warranty Online service, which is available at <https://partsonline.cstindustries.com/>. In the event of a warranty claim, the owner will be required to provide reports from all inspections.

If the conditions above are met, and when approved by CST, the extended warranty is for 60 months from the date of installation or 62 months from the date of shipment, whichever is earlier.

Glass-Fused-To-Steel Vitrium™ Coating

Technical Data Sheet



Vitrium™ is the world's leading glass-fused-to-steel coating for bolted storage tanks and has been proven in the field for more than 67 years. CST's Vitrium coating technology enhanced with titanium dioxide (TiO_2) is applied in a 3-coat, 1-fire (3c1f) process procedure. Vitrium is also produced in a 3-coat, 2-fire (3c2f) process primarily when special colors are requested or thicker layers of glass are required.

The coating has been trademarked as Vitrium (derived from Vitreous and Titanium). This premium technology increases the advantages of previous glass technologies and provides new process efficiencies. CST ensures Vitrium TiO_2 technology is utilized on every tank for maximum corrosion resistance and the longest life span available.

LIFE CYCLE LEADER • ULTIMATE CORROSION RESISTANCE • NEVER NEEDS PAINTING



Enhanced Glass-Fused-To-Steel Technology

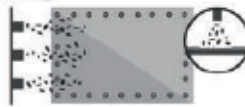
Vitrium features and benefits include:

- Tough TiO_2 glass formulations provide longer life
- White Interior is easier to inspect than darker coatings
- Factory certified holiday-free sheets
- Designed for use in both cold and hot climates
- Designed, fabricated, shipped and supported within the USA

COATING LINE

Step 1: Blasting and Profiling

Grit blast panels to remove mill scale and prepare substrate to accept coating



Step 2: Degrease and Rinse

A combination of rinse solution and hot air is used to clean and preheat the substrate to optimal coating temperature



Step 3: "A" Coating Application

Interior, Exterior & Edges



Step 4: Dryer

Panels pass through natural gas dryer to remove all moisture from the coating



Step 5: Vitrium Base Application

Interior – 1st coat

Step 6: Top Coat Application

Exterior



Step 7: Dryer

Panels pass through natural gas dryer to remove all moisture from the coating



Step 8: Vitrium Saturated TiO_2 Application

Interior – 2nd coat



Step 9: Dryer

Panels pass through natural gas dryer to remove all moisture from the coating



Step 10: Quality Control Check

Parts are checked using a dry film thickness test and visual inspection to identify and correct panels with non-conforming coating



FURNACE LINE

Step 11: Furnace Line

Coated panels pass through the furnace to bond the enamel (coating) to the substrate, yielding an exceptionally durable finished product



Step 12: Final Quality Control

Trained service professionals examine all panels for final Dry Film Thickness and with an Electric Holiday Tester to ensure consistent coverage and protection on all panels



Physical Properties - Vitrium™

Inside Sheet Color	White
Outside Sheet Color	Cobalt Blue, Desert Tan, Forest Green, Sky Blue, White
Nominal Thickness	Interior: 10-16 mils, 260-410 microns; Exterior: 7-15 mils, 180-380 microns
Service Range	140° F (60°C) @ 3-10 pH-subject to verification, depending on specific products stored
Abrasion Resistance	Taber-8 mg loss (CS-17, 100g, 5000 cycles)
Elasticity	Young's Modulus 12×10^6
Permeability	Impermeable to gases and liquids within normal operating temperature ranges
Thermal Conductivity	8 BTU in/hr ft ² °F
Cleanability	Smooth, inert, glossy, anti-stick
Hardness	6.0 Mohs
Adherence	Over 5,000 psi to base steel
Impact Resistance	24 inch-lb.
Corrosion Resistance/ ASTM B-117	Excellent, virtually unaffected by most waste waters, brines, sea water, salt spray, organic and inorganic chemicals

Note: Specific applications may be limited by sealant, hardware or glass protection characteristics.

Call 815-756-1551 or visit aquastore.com to find an authorized dealer near you.

CST Storage | 345 Harvestore Dr. | DeKalb, IL 60115 USA | Ph: 815-756-1551 | www.aquastore.com

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AQVC-DS-1701



AQUASTORE®



Conforms with The American Institute of Architects, A.I.A.
Document A312 (2010 Edition)

Performance Bond

CONTRACTOR:

(Name, legal status and address)
Legacy General Contracting Inc.
3275 C 1/2 Road
Palisade, CO 81526

SURETY:

(Name, legal status and principal place
of business)
Old Republic Surety Company
18500 W Corporate Drive, Suite 170
Brookfield, WI 53045

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.

OWNER:

(Name, legal status and address)
City of Grand Junction
244 North 7th Street
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date: 08/13/2024

Amount: \$ 679,200

Description:

(Name and location)
IFB-5468-24-DD
Kannah Creek Water Storage Tank Project

BOND

Date: 01/13/2025

(Not earlier than Construction Contract Date)

Amount: \$ 679,200

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Legacy General Contracting Inc.

Signature:

Name Kevin Kerr
and Title Director of Communication

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

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER

Western Alliance Insurance
401 E. Collins Dr
Casper, WY 82601

SURETY

Company: (Corporate Seal)
OLD REPUBLIC INSURANCE COMPANY

Signature:

Name Trista Bankster
and Title Attorney-in-Fact

**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 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

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

SURETY

Company:

(Corpo.

OLD REPUBLIC INSURANCE COMPANY

Signature: _____

Name and Title:

Address





Conforms with The American Institute of Architects,
A.I.A. Document A312 (2010 Edition)

Payment Bond

CONTRACTOR:

(Name, legal status and address)
Legacy General Contracting Inc.
3275 C 1/2 Road
Palisade, CO 81526

SURETY:

(Name, legal status and principal place of business)
Old Republic Surety Company
18500 W Corporate Drive, Suite 170
Brookfield, WI 53045

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.

OWNER:

(Name, legal status and address)
City of Grand Junction
244 North 7th Street
Grand Junction, CO 81501

CONSTRUCTION CONTRACT

Date: 08/13/2024

Amount: \$679,200

Description:

(Name and location)
IFB-5468-24-DD
Kannah Creek Water Storage Tank Project

BOND

Date: 01/13/2025

(Not earlier than Construction Contract Date)

Amount: \$ 679,200

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
Legacy General Contracting Inc.

Signature: _____
Name: Kevin Kerr
and Title: Director of Communication

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

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Western Alliance Insurance
401 E. Collins Dr
Casper, WY 82601

SURETY

Company: *(Corporate Seal)*
OLD REPUBLIC INSURANCE COMPANY

Signature: _____
Name: Trista Benister, Attorney-in-Fact
and Title:



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

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address _____

SURETY

Company:

(Corpo.

OLD REPUBLIC INSURANCE COMPANY

Signature: _____

Name and Title: _____

Address _____





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

THOMAS R. POTTER, JENNIFER TEDESKO, TRISTA D. BANISTER, OF CASPER, WY

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 22ND day of AUGUST, 2024.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner

Assistant Secretary



Alan Pavlic

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 22ND day of AUGUST, 2024

, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My commission expires: 9/28/2026

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-0646



Signed and sealed at the City of Brookfield, WI this 13th day of January, 2025.

Karen J. Haffner

Assistant Secretary

WESTERN ALLIANCE



LEGAGEN-01

L MANLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER Alliance Insurance Group, LLC	CONTACT NAME: Lisa Manley	
	PHONE (A/C, No, Ext): (303) 279-9700	FAX (A/C, No): (303) 279-5088
INSURED Legacy General Contracting Inc. 3275 C 1/2 Road Palisade, CO 81526	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Axis Insurance Company	
	INSURER B: Progressive Casualty Insurance Company	
	INSURER C: Pinnacol Assurance	
	INSURER D: Zurich American Insurance Company	
INSURER E: RSUI Indemnity Company		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket A/WOS <input checked="" type="checkbox"/> per contract GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Form CG0001 04 13	X	X	P001001401942-01	8/30/2024	8/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 STOP GAP \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	00971845	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	P001-001401882-01	8/30/2024	8/30/2025	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Completed Ops \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	4209737	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Worker's Compensatio			WC298314400	5/1/2024	5/1/2025	Other States 500,000
E	Commercial Excess			LHA602441	8/30/2024	8/30/2025	2M X 3 Primary 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Facilities Maintenance Contractor for Railroad work and Oil & Gas Industry . All policy forms and conditions apply. Copies of policy available upon request.
Pollution Policy in place \$2,000,000 limit Occurrence/ \$4,000,000 Aggregate

Project : IFB-5468-24-DD Kannah Creek Water Storage Tank Project

City of Grand Junction, its Elected and Appointed Officials, Employees and Volunteers as Additional Insured, if required by written contract, are included as an additional insured on the general liability and auto liability to the extent set forth in the policy provisions. General Liability policy is primary and non-contributory per written contract and policy forms terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

City of Grand Junction 244 North 7th Street Grand Junction, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Alliance Insurance Group, LLC		NAMED INSURED Legacy General Contracting Inc. 3275 C 1/2 Road Palisade, CO 81526 Mesa
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

The following forms apply on the General Liability.
Additional Insured CG 2010 1219 / CG 2037 1219
Primary & Noncontributory CG 2001 1219
Waiver of Subrogation CG 2404 1219
Contractual Liability Railroads CG 2417 1001