



Please send the invoice for this order to the address shown. Failure to use our order number on any documentation pertaining to this order may result in return of shipment or delayed payment.

**Supplier:**

Flexi-Liner  
 ACH Remit  
 4821 Chino Ave  
 Chino, California 91710

**Ship To:**

244 26 1/4 Road  
 GRAND JUNCTION, CO 81503  
 UNITED STATES

**Bill To:**

Water Plant  
 244 26 1/4 Road  
 GRAND JUNCTION, CO 81503  
 UNITED STATES

SUPPLIER #: 11801  
 FAX#:  
 EMAIL: andrea@flexi-liner.com

**Order Number**  
**GJPO100732**

**Order Date**  
**10/02/2025**

SOLICITATION #:  
 NOTES: Award SS-5732-25-DD

WTP HYPO TANK LINER INSTALL

<i>Tax Terms</i>		<i>For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592</i>			
		<i>All Library Purchases are Tax Exempt - Tax ID 98-03544</i>			
Requestor amyb@gjcity.org		Phone 1-970-244-1574	Net Terms Net 30	Date Required 10/09/2025	
<b>QUANTITY</b>	<b>UNIT</b>	<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE</b>	<b>EXTENDED PRICE</b>
			WTP HYPO TANK LINER INSTALL		64,300.00
<b>Total</b>					<b>64,300.00</b>

Approved:

### CITY OF GRAND JUNCTION SOLE SOURCE JUSTIFICATION FORM

Date: <u>9/2/2025</u>	Requested By: <u>Mark Ritterbush</u>
Department: <u>Water Services</u>	Division: <u>Utilities</u>
Vendor Name: <u>Flexi-Liner</u>	Net Cost Delivered: \$ <u>64,300</u>

Provide G/L Account where funds are budgeted: 301-630-790-7204  
 Project code, if applicable \_\_\_\_\_

#### SOLE SOURCE JUSTIFICATION (INITIAL ALL ENTRIES THAT APPLY)

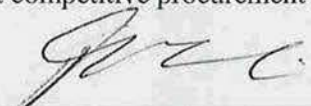
Material/Service Description: \_\_\_\_\_

1. MR - Uniqueness: Is unique and unavailable from any other source due to proprietary rights, patents, copyrights, secret processes, or monopoly control;
2. MR - Compatibility: There is a need for compatibility with existing equipment, technologies, or processes, and only a specific product or service can satisfy that need;
3. \_\_\_\_\_ - Urgency: Delay would lead to serious injury, death, or significant financial loss;
4. \_\_\_\_\_ - Expertise: The vendor has unique experience, expertise, or capabilities unavailable elsewhere;
5. \_\_\_\_\_ - Standardization: There is a need to standardize specific equipment or supplies to reduce training, inventory, or maintenance costs, and only one vendor can meet this need;
6. MR - Written demonstration and justification is available which reasonably and practicably establishes that the selection of a sole source vendor is in the best interest of the City.

**Attach Justification Memo and Pricing Documentation, then proceed with signatures below.  
 After Dept Head approval, forward to Purchasing.**

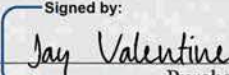
**Department Director Approval:**

I recommend that competitive procurement be waived and that the service or material described herein be purchased as a sole source.

Signed: , 9/2/25  
Department Head Signature RANDY KIM Date

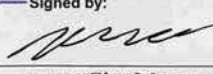
**Purchasing Approval:**

Based on the above and attached documents, I have determined this to be a sole source with no other vendor practicably available.

Signed: , 10/2/2025  
Signed by: Jay Valentine Purchasing Manager Signature Date

**Final Authorization**

City Manager Approval Required (\$25K to \$50K) yes / no

Signed: , 10/3/2025  
Signed by: [Signature] City Manager Signature Date

City Council Approval Required (over \$50K) **YES Approved 10/1/25** yes / no



## *Memorandum*

**TO:** Randi Kim, Utilities Director  
**From:** Mark Ritterbush, Water Services Manager  
**DATE:** September 2, 2025

**SUBJECT:** Sole Source Justification for Flexi-Liner's Proposal to line WTP's Sodium Hypochlorite Storage Tanks

This memorandum is a request for approval to enter into a contract with Flexi-Liner Corporation from Chino, CA for \$64,300 to install a PVC liner system in both of the Sodium Hypochlorite Storage Tanks at the Water Treatment Plant.

Background: Since the system was installed in 2013, both 9,100 gallon storage tanks for sodium hypochlorite (bleach) have proven to be prone to developing leaks. The east tank first developed a leak in 2016, which was repaired under warranty and ultimately replaced in 2017. The west tank developed a split in the side of the tank late in 2018, which was out of warranty and replaced at the City's cost. In hopes of better performance, these replacement tanks were sourced from a different manufacturer and also installed on a support pad; XLPE is considered the gold standard for chemical resistance, so both these replacement tanks were spec'ed using the same material. A leak in the bottom of the East Tank has been recently discovered, and through working with our sales representative from Tank Equipment in Frederick, CO and gathering troubleshooting information from other bleach storage tank users over time, it appears as if these storage tanks are beginning to be considered a consumable part of the onsite hypochlorite generation process. This is most likely due to the heat generated from the process plus the caustic nature of bleach; our issue here is not unique. We have come up with the following options to consider going forward:

1. Simply do a like for like replacement and hope for better luck with this tank. Quoted price for one identical XLPE replacement tank was \$49,715.00.
2. Given the short life expectancy of these tanks, use a cheaper tank. The quoted price for a HDPE tank with similar dimensions is \$24,053.78. Issues here are the lower Specific Gravity rating of the tank, 1.7, while the XLPE tank is 2.4. Also, these tanks do not come with the tank openings factory-installed, which we have learned from experience is problematic.
3. We had talked with a utility using fiberglass-reinforced plastic tanks (FRP). They even installed a cooling system in front of their tanks but were still relining the FRP tanks every 3 years and replacing their XLPE tanks every 5 years.
4. Use smaller tanks. Poly Processing's warranty period of 5 years now only applies to sodium hypochlorite tanks with less than a 4,000 gallon volume. This is probably why the Town of Palisade has not had the issues we have had. This would require us to use a total of 4 tanks, and we would need to expand the building size to accommodate the extra tanks.
5. Lining our existing tanks. Flexi-Liner custom builds PVC liners that are NSF certified. Reference checks have shown that these liners have held up for 10 years at several places and even up to 20



years. The attached quote for \$64,300 to line both of our tanks is a cheaper alternative to doing a like replacement for a tank that has proven to have a 5-6 year lifespan is an out of the box solution to extending the life of our equipment.

This a niche market, while it's easy to find a company that fabricates PVC tank liners, Flexi-Liner actually serves as a subcontractor to other PVC lining companies when their specification calls for a potable-grade liner for a caustic chemical tank. The liner we are needing is thicker (100 mil) than what is generally offered, and cannot be a coated fabric in order to be chemically resistant. Flexi-Liner utilizes a special seam welding technology does not utilize an adhesive or glue thus making this chemically resistant as well as potable water compliant. Given how our building configuration and the locations on the tank need to match where our lines are plumbed to, having a liner that can also be custom built to the existing tank, which Flexi-Liner is able to do, makes this a workable solution.

Sincerely,

A handwritten signature in black ink that reads "Mark Ritterbush".

Mark Ritterbush  
Water Services Manager



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this **2<sup>nd</sup> day of October 2025** 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 **Flexi-Liner**, 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 **East and West Tank Lining Project (SS-5732-25-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
- Owner's Terms and Conditions
- Contractor's Bid
- 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: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before December 31, 2025, and to achieve Substantial Completion and Final Completion of the Work within 60 calendar days of the execution of this Contract.

## 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, the sum of **Sixty-Four Thousand, Three Hundred and 00/100 Dollars (\$64,300.00).**

If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted. 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, 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.

ARTICLE 6

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 7

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: <sup>DocuSigned by:</sup> Dolly Daniels 10/2/2025  
Dolly Daniels, Senior Buyer Date

**Flexi-Liner**

By: <sup>Signed by:</sup> Kyle Foutz, Account Manager 10/2/2025  
Kyle Foutz, Account Manager Date

**Terms and Conditions for East and West Tank Lining  
#SS-5732-25-DD**

- 1. A.D.A Document Compliance Requirements:** All work documents, and/or Quote/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.
- 2. The Owner:** The Owner is the City of Grand Junction, Colorado ("City) and is referred to throughout this Contract. 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.
- 3. The Contract:** This Contract, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the 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.
- 4. The Work:** The term Work includes all labor necessary to produce the design and construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 5. Sales Tax:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 6. Acceptance of Contract Terms:** A proposal submitted shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's requirements. Failure to do so may be deemed a waiver or any right(s) to subsequently modify the term(s) of performance, except as specified in the Contract Documents.
- 7. Compliance:** Contractor submitting a proposal agrees to comply with all conditions, requirements, and instructions of this Contract Document as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are



in conflict, the Contractor shall secure instructions from the Purchasing Agent prior to the submittal deadline.

- 8. 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.
- 9. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative. 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.
- 10. Sub-Contractors:** A Sub-Contractor is a person or organization who has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.
- 11. 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 proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such

list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

**12. 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.

**13. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, 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.

**14. 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 other persons performing any of the Work under a Contract with the Contractor.

**15. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

**16. 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.

**17. 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. 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 the 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. 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 the Owner 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. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed in accordance with the Contract Documents.

**18. 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.

**19. 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.

**20. 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 precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.

- 21. 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.
- 22. 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.
- 23. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work found by the Owner as defective or as failing to conform to the Contract Documents. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional Work thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. 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 discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 24. 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.
- 25. 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.
- 26. Compliance with Laws:** Offers must comply with all Federal, State, County, and local laws governing the 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 required by law.

**27. 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.

**28. Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from these Contract Documents.

**29. 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.

**30. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:

**31.1** 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.

**31.2** 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.

**31.3** 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.

**31. 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.

**32. 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.

- 33. 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.
- 34. 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.
- 35. 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.
- 36. 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.
- 37. 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.
- 38. Award of Contract:** Unless otherwise indicated, a single award will be made. The City will issue a Notice of Award to the Successful Offeror which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Contractor shall sign and deliver the digitally executed Contract via DocuSign. Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Offeror and the City and the Successful Offeror shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Contractor'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.

39. **Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
40. **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.
41. **Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
42. **Governing Law:** Any agreement as a result of this Contract Document 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.
43. **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.
44. **Public Funds/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. INSURANCE REQUIREMENTS

**2.1 Insurance Requirements:** The selected Contactor agrees to procure and maintain, at its own cost, policy(s) 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 this Contract 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 combined single limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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 interest provision.

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per claim

This policy shall provide coverage to protect the City against liability incurred as a result of the Work performed as a result of this Contract Document.

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

**2.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included 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 Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.





*Tank Liners  
Containment Products  
Custom Manufacturing*

***Reliability and Product Quality Since 1953***

Tuesday, August 19, 2025

Andy Thatcher  
Water Operations Supervisor  
**City of Grand Junction**  
(970)255-2312  
[andyt@gjcity.org](mailto:andyt@gjcity.org)

Dear Andy:

Thank you for contacting Flexi-Liner™ regarding your City of Grand Junction East and West Tanks lining project. As you may know, Flexi-Liner™ has provided innovative solutions to its customers since 1953. We have extensive experience in providing tank-lining solutions and we believe our solution will give you the return on your investment that you expect.



- Schedule A: Budgetary Estimate & Payment Terms
- Schedule B: Manufacturing System
- Schedule C: Description of Installation
- Schedule D: Manufacturing and Installation Time Line
- Schedule E: Warranty

I hope this information is valuable to you in your evaluation process. If you have any questions or would like to discuss any aspect of this information, please contact me at (800) 423-4909 or [kyle@flexi-liner.com](mailto:kyle@flexi-liner.com). I would be happy to discuss it with you. Thanks again for the opportunity to earn your business.

Best Regards,

Kyle Foutz





**Schedule D**  
**Manufacturing and Installation Time Line**

<b>Action</b>	<b>Time</b>
Scheduling, Fabrication, testing, QA (from receipt of PO)	<b>4-8 weeks</b>
Installation including onsite QA	<b>4-5 days</b>

**Schedule E**  
**Flexi-Liner Limited Warranty**

Flexi-liner™ warrants Flexi-liner™ material to be free of defects, at the time of installation, from this time for one (1) year under the normal uses and service for which it is designed and manufactured. Flexi-liner™ also warrants its workmanship and installation services to be free of defects for a period of one (1) year. Should defects or premature loss of use within the scope of the above warranty occur, Flexi-liner™ will supply repair or replacement materials at no charge to the customer for that portion of the warranted useful life, which has elapsed since the material was purchased. Normal uses and service does not include accidental damage that may occur outside of the control of Flexi-Liner. To enable Flexi-liner™'s technical staff to properly determine the cause of any alleged defect and to take appropriate steps to effect timely corrective measures if such defect is within the warranty, any claim for alleged breach of warranty must be made and presented to Flexi-liner™ within thirty (30) days after the alleged defect was first brought to the attention of the representative of the owner or all warranties will be deemed to have been waived by the purchaser. In addition, Flexi-liner™ warrants that the product conforms to the applicable drawings and specifications and is free of defects in materials and workmanship within the control of Flexi-liner™.

All warranty obligations of Flexi-liner, express or implied, and all remedies, relief and measure of damages against Flexi-liner™ are limited exclusively to repair or replacement of any defect or refund of purchase price (at Flexi-liner™'s option); and all consequential, incidental or special damages (including without limitation, labor, transportation, loss of use, increased expenses of operation, loss of profits, or damage to persons or property) resulting from the breach of any warranty obligation of Flexi-liner™ are excluded. The foregoing limited warranty is in lieu of and Flexi-liner™ disclaims any and all other warranties, to purchaser or otherwise, express or implied, oral or written, arising by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation all warranties as to condition, use, operation, design, quality, capacity, workmanship, installation, servicing, latent defects, compliance with any law, ordinance, regulation, rule, contract or specification, "merchantability", fitness for any particular purpose, and all other qualities and characteristics whatsoever.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/12/2025

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).

Table with producer and insured information, contact details, and insurer coverage table.

COVERAGES CERTIFICATE NUMBER: W40232269 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.

Main table listing insurance coverages with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

City of Grand Junction
250 N. 5th Street
Grand Junction, CO 81501

CANCELLATION

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

[Signature]



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Willis Towers Watson Insurance Services West, Inc.		<b>NAMED INSURED</b> Liner Technologies, LLC dba Flexiliner P.O. Box 2030 North Kingstown, RI 02852	
<b>POLICY NUMBER</b> See Page 1		<b>NAIC CODE</b> See Page 1	
<b>CARRIER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	

**ADDITIONAL REMARKS**

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

**INSURER AFFORDING COVERAGE:** Burlington Insurance Company **NAIC#:** 23620  
**POLICY NUMBER:** 263BG05887-04 **EFF DATE:** 11/23/2024 **EXP DATE:** 11/23/2025

<b>TYPE OF INSURANCE:</b>	<b>LIMIT DESCRIPTION:</b>	<b>LIMIT AMOUNT:</b>
Commercial General Liability	See Below	

**ADDITIONAL REMARKS:**  
 Commercial General Liability  
 Per Occurrence  
 Applies Per Policy

Each Occurrence - \$1,000,000  
 Damage to Rented Premises (Each Occurrence) - \$100,000  
 Med Exp (Any one Person) - \$5,000  
 Personal & Adv Injury - \$1,000,000  
 General Aggregate - \$2,000,000  
 Products - Comp/Op Agg - \$2,000,000