

CONTRACT 2953-09-DH

This CONTRACT made and entered into this **6th day of October, 2009**, by and between the **City of Grand Junction, Colorado**, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and **PNCI Construction, Inc.**, hereinafter in the Contract Documents referred to as the "Contractor."

WHEREAS, the City advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as No. **RFP-2953-09-DH "Design/Build Persigo Waste Water Treatment Plant Shop Building"**; and

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

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

ARTICLE 1

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

- Contract Documents for the Project;
 - Addendum No. RFP-2953-09-DHa
 - Addendum No. RFP-2953-09-DHb
 - Addendum No. RFP-2953-09-DHc
 - Addendum No. RFP-2953-09-DHd
 - RFP-2953-09-DH including:
 - Instruction to Bidders
 - General Contract Documents
 - Statement of Work
 - Technical Specifications
 - Drawings
 - Contractors Bid Form (to include Add-ons: 8' Drywall, Garage Door Remotes, Garage Door Safety Eyes).
- Work Change Requests (directing that changed work be performed);
- Field Orders;

due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the City at the lowest sum that fulfills all conditions of the Contract.

ARTICLE 7

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

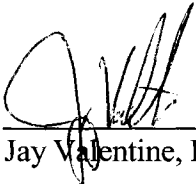
ARTICLE 8

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

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

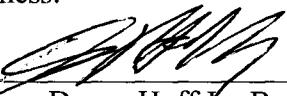
The Contract is executed in four counterparts.

THE CITY OF GRAND JUNCTION, COLORADO

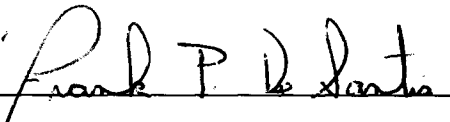
By: 
Jay Valentine, Purchasing Manager

10/6/09
Date

Witness:

By: 
Duane Hoff Jr., Buyer

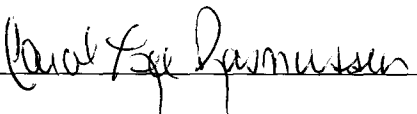
CONTRACTOR

By: 

OCTOBER 6, 2009
Date

Title: PRESIDENT

Witness:

By: 

Title: Admin. Assistant

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned PNCI Construction, Inc., a Corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and Washington International Insurance Company, a corporation organized under the laws of the State of New Hampshire, and authorized and licensed to transact business in the State of Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand Junction, Colorado, hereinafter referred to as the "City", in the penal sum of One Hundred Seven Thousand Two Hundred Fifty Two Dollars and No Cents dollars (\$ 107,252.00), lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the 6th day of October, 2009, entered into a written contract with the City for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Design/Build Persigo Waste Water Treatment Plant Shop Building (the "Project") and Contract No. *, if appropriate, in accordance with the Contract, Special Conditions, Special Provisions, General Contract Conditions, Contract Drawings, Specifications and all other Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the "Contract".

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

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

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

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

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

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 8th day of October, 2009.

CONTRACTOR: PNCI Construction, Inc.

By: Frank P. De Santis

ATTEST: Audrey Roberts
Secretary

Title: PRESIDENT

SURETY: Washington International Insurance Company

By: Ashley K Bryant

Title: Attorney-in-Fact / Ashley K. Bryant

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
 PNCI Construction, Inc. _____, a Corporation _____ organized under the
 laws of the State of Colorado _____, hereinafter referred to as the "Contractor" and _____
 Washington International Insurance Company _____, a corporation
 organized under the laws of the State of New Hampshire _____, and authorized and licensed to
 transact business in the State of Colorado, hereinafter referred to as the "Surety," are held and
 firmly bound unto the City of Grand Junction, Colorado, hereinafter referred to as the "City," in
 the penal sum of One Hundred Seven Thousand Two Hundred Fifty Two Dollars and No Cents
 _____ dollars (\$ 107,252.00 _____),
 lawful money of the United States of America, for the payment of which sum the Contractor and
 Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly
 and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 6th day of October, 2009,
 entered into a written contract with the City for furnishing all labor, materials, equipment, tools,
 superintendence, and other facilities and accessories for the construction of _____
Design/Build Persigo Waste Water Treatment Plant Shop Building (the
 "Project") and Contract No. *, if appropriate, in accordance with the Contract, Special
 Conditions, Special Provisions, General Contract Conditions, Contract Drawings, Specifications
 and all other Contract Documents therefor which are incorporated herein by reference and made
 a part hereof, and are herein referred to as the "Contract".

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

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and
 agrees that any and all changes in the Contract Documents, or compliance or noncompliance with
 the formalities in the Contract for making such changes shall not affect the Surety's obligations

under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase or decrease in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 8th day of October, 2009.

CONTRACTOR: PNCI Construction, Inc.

By: Frank P. De Santis

Title: PRESIDENT

ATTEST: Russell De Santis
Secretary

SURETY: Washington International Insurance Company

By: Ashley K. Bryant

Title: Attorney-in-Fact/ Ashley K. Bryant

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

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

EILEEN A. BLANCHARD, TIMOTHY J. BLANCHARD,

ANITA C. KELLER, VIRGINE KORNBLOTH and ASHLEY K. BRYANT

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

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



By

Steven P. Anderson

Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

David M. Layman

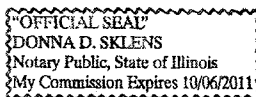
David M. Layman, Senior Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of April, 2009.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page SS:

On this 1st day of April, 2009, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens

Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of October, 2009.

James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2009

PRODUCER HUB SW Grand Junction CL 2742 Crossroads Blvd P.O. Box 60130 Grand Junction, CO 81506	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED PNCI Construction Inc 553 25 1/2 Rd Grand Junction, CO 81505	INSURERS AFFORDING COVERAGE INSURER A: United Fire & Casualty Group INSURER B: St Paul Fire and Marine Insuran INSURER C: Pinnacol Assurance Company INSURER D: INSURER E:

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	60340797	11/01/08	11/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea 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
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	60340797	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	60340797	11/01/08	11/01/09	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4086923	11/01/08	11/01/09	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input 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
B		OTHER Excess Liab	Q108300278	12/12/08	11/01/09	\$4,000,000 aggregate \$4,000,000 loss limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Design/Build Persigo Waste Water Treatment Plant Shop Building

CERTIFICATE HOLDER City of Grand Junction, Colorado 333 West Avenue, Bldg C Grand Junction, CO 81501	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Robert L. Mackay</i>
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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2009

PRODUCER HUB SW Grand Junction CL 2742 Crossroads Blvd P.O. Box 60130 Grand Junction, CO 81506	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED PNCI Construction Inc 553 25 1/2 Rd Grand Junction, CO 81505	INSURER A: United Fire & Casualty Group	999999
	INSURER B: St Paul Fire and Marine Insuran	
	INSURER C: Pinnacol Assurance Company	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	60340797	11/01/08	11/01/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPI/OP AGG	\$1,000,000 \$100,000 \$5,000 \$1,000,000 \$2,000,000 \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	60340797	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG	\$ \$ \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	60340797	11/01/08	11/01/09	EACH OCCURRENCE AGGREGATE	\$1,000,000 \$1,000,000 \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4086923	11/01/08	11/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000
B		OTHER Excess Liab	QI08300278	12/12/08	11/01/09	\$4,000,000 aggregate \$4,000,000 loss limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Project: Design/Build Persigo Waste Water Treatment Plant Shop Building

CERTIFICATE HOLDER

City of Grand Junction, Colorado
 333 West Avenue, Bldg C
 Grand Junction, CO 81501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert L. Machock



Construction, Inc.

553 25 1/2 Road

GRAND JUNCTION, COLORADO 81505

970-242-3548

FAX 970-242-0844

LETTER OF TRANSMITTAL

TO: City of Grand Junction
2549 River Road
Public Works & Utilities
Grand Junction, CO 81505
ATTN: Jay Valentine

DATE: October 12, 2009
JOB NO.: 0942
SUBJECT: Persigo WWTP Shop

WE ARE ENCLOSING THE FOLLOWING:

- For Approval
Approved As Noted
For Information & Use
Final for Field Use
Revise and Resubmit Copies

Table with 6 columns: COPIES, DRAWING NUMBER, DATE, REV. NO., DATE, DESCRIPTION. Rows include 'Signed Contract 2953-09-DH' and 'Bonding/Insurance'.

REMARKS: Please find the fully executed contracts and bonding/insurance requirements for the project noted above. Call if you have questions. Thanks,

BY: Frank P. DeSantis

COPIES: Transmittal Only
Transmittal & Copy

- FIELD COPIES
File 0942
FOLLOW-UP



**Purchase Order
No. 2009-00020761**

DATE 10/15/2009

Ph. (970) 244-1545

Fax (970) 244-1427

Ship To
City of Grand Junction
2145 River Rd.
GRAND JUNCTION, CO 81505

Bill To
City of Grand Junction
2145 River Rd.
GRAND JUNCTION, CO 81505

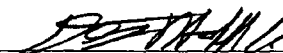
Vendor
VENDOR NO. 2785
PNCI Construction, Inc.
553 25 1/2 Road
Grand Junction, CO 81505
Phone: 242-3548 Fax: 242-0844

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

Reference all contract documents for RFP-2953-09-DH

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	CONTRACT SERVICES - All equipment, parts, supplies and labor required to design and construct a new shop building at Persigo WWTP per specifications and contract documents RFP-2953-09-DH.	103,677.0000	\$103,677.00
1.0000	All Items	CONTRACT SERVICES - 8' Tall Liner Panels on Walls	2,825.0000	\$2,825.00
3.0000	Each	CONTRACT SERVICES - Garage Door Remotes	25.0000	\$75.00
3.0000	Each	CONTRACT SERVICES - Garage Door Safety Eyes	225.0000	\$675.00
PURCHASE ORDER TOTAL				\$107,252.00

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

By: 

For Purchase Order Terms and Conditions, please visit www.gjcity.org, and select the Purchasing Department information page.

RFP-2953-09-DH

Design/Build Persigo WWTP

Shop Building

September 11, 2009

3:00 pm



PNCI Construction, Inc.

553 25½ ROAD

GRAND JUNCTION, COLORADO 81505

970-242-3548

FAX 970-242-0844

September 11, 2009

City of Grand Junction
Purchasing Division
333 West Avenue, Building C
Grand Junction, CO 81501

Gentlemen,

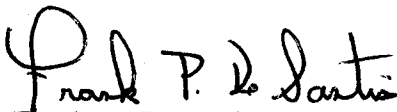
I would like to take this opportunity to introduce myself. My name is Frank P. DeSantis, president of PNCI Construction, Inc., at 553 – 25 ½ Road, Grand Junction, CO 81505. We are a Western Colorado based corporation that specializes in General Contracting, Construction Management and Design/Build projects. At PNCI we are dedicated to building a project that satisfies our client's needs and is within your budget and time frame. I assure you that PNCI will protect your investment with all of our abilities.

In accordance with your request for a proposal for the design, materials and installation of a shop building for the Persigo Waste Water Treatment Plant, please consider this out letter of interest in this project.

Our approach to this project will be a Design/Build proposal. In developing our proposal, we have relied on previous experiences, our design/estimating staff and some of our subcontractors for pricing. Todd Schmitt, here at PNCI Construction, Inc., shall be the principal contact with the City's Contract Administrator. Frank DeSantis will be available for presentations as needed throughout the design/construction process.

We feel confident that we will be able to supply Persigo with a professional quality building within the parameters set forth in the RFP. I look forward to this opportunity and appreciate your consideration of PNCI Construction, Inc.

Sincerely,



Frank P. DeSantis

President

PNCI Construction, Inc.

Encl.

cc: File





Construction, Inc.

553 25 ½ Road

GRAND JUNCTION, COLORADO 81505

970-242-3548

FAX 970-242-0844

PROJECT TEAM

Frank P. De Santis, Principal Project Manager:

- Monitors all operations pertaining to project
- Works closely with Project Superintendent to ensure all aspects of construction are carried out per Owner's requirements
- Heavily involved in estimating and value engineering aspects of said project

Todd Schmitt, Project Manager:

- Responsible for ensuring project is completed in a timely manner and within the budget
- Coordinates all scheduling and subcontract duties
- Carries out daily administrative requirements
- Monitors all operations pertaining to project
- Works closely with Project Superintendent to ensure all aspects of construction are carried out per Owner's requirements
- Heavily involved in estimating and value engineering aspects of said project

RESUME
Frank P. DeSantis

With over 27 years of experience in the construction industry, my goal is to use my knowledge of construction, business and hard work to become the leader in General Contracting known for quality and satisfaction to every project undertaken.

EDUCATION

1984	Associate Degree – Business – Middlesex County College 2600 Woodbridge Ave., Edison, NJ 08837	732-548-6000
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EXPERIENCE

Oct 2004- Present	PNCI Construction, Inc. – <i>President</i> 553 25 ½ Road, Grand Junction, CO 81505	970-242-3548
2002 - 2004	Phipps Newell Construction, Inc. – <i>Project Manager</i> 553 25 ½ Road, Grand Junction, CO 81505	970-242-3548
1998 - 2002	City Market, Inc. – <i>Project Manager</i> 105 W. Colorado Ave., Grand Junction, CO 81501	970-241-0750
1996 – 1998	City Market, Inc. – <i>Project Superintendent</i> 105 W. Colorado Ave., Grand Junction, CO 81501	970-241-0750
1994 – 1998	Mountain View Carpentry - <i>Owner</i> Del Norte, CO	
1993 – 1994	Sage Construction - <i>Assistant Construction Superintendent</i> Loveland, CO	
1992 – 1993	PCL Construction Services, Inc. – <i>Carpenter Foreman, Safety Inspector, Site Loss Control Officer</i> 2000 S. Colorado Blvd., Ste. 2-500, Denver, CO 80222 303-365-6500	
1982 – 1992	Samuel S. Graham - <i>Carpenter, Assistant Project Manager</i> East Hanover, NJ	

AFFILIATIONS

Western Colorado Contractors Association - Board of Directors	970-245-1384
Colorado Association of Healthcare Engineers & Directors (CAHED)	
American Society for Healthcare Engineering of the American Hospital Association (ASHE)	
Knights of Columbus – Council #13621 Grand Junction, CO	970-242-9746

REFERENCES

See Attached

TODD SCHMITT
645 ½ 30 Road
Grand Junction, CO 81504
Phone: (970) 241-4522
Cell Phone: (970) 210-4160

QUALIFICATIONS

- 14 Years Commercial and Residential Construction Experience
- Responsible for ensuring project is completed in a timely manner and within the budget
- Coordinates all scheduling and subcontract duties
- Carries out daily administrative requirements
- Monitors all operations pertaining to project
- Ensure all aspects of construction are carried out per Owner's requirements
- Involved in estimating and value engineering aspects of said project

EMPLOYMENT

- 2008-PRESENT PNCI CONSTRUCTION, INC. – Project Manager/Superintendent
Performed estimating, managing and supervising projects including remodels, new construction, maintenance, site improvements, framing, drywall, and coordination crew as well as subcontractors.
- 2004-2007 TLS Construction - Owner
Managed remodels, light commercial and residential framing, concrete work, custom/milled residential and commercial trim work
- 2002-2004 McGleeson, Inc. – Lead Carpenter / Foreman
Managed the building of custom homes, foundations and concrete, light commercial, tenant finishes and remodels
- 1997-2002 Kessel Construction – Lead Carpenter / Foreman
Managed the construction of a 85' x 280' riding arena, custom homes from \$175,000 to \$400,000 range, performed roofing, concrete, pole barns, additions, remodels, historical building repairs, fire damaged rebuilds and custom trim
- 1995-1997 Bolstad Builders -
Managed and supervised the building of a hog operation which included nine buildings which were 92' x 365' and 87' x 280', 85' x 275' including four office building at 40' x 400'. The work performed included stress skin panels, wood clear span trusses, steel roofing and vinyl plank partitions. Also performed roofing on other projects, pole barn roof raising and additions..

Interpretation:

PNCI Construction, Inc. interprets the City of Grand Junctions objectives to the Design Build RFP for the Persigo WWTP Shop Building to be:

1. The City's main objective of the RFP is to be supplied with various building technology ideas so they (the City) can select the building that they feel best suits their needs.
2. PNCI Construction, Inc. main objective in submitting a proposal for the RFP was to use our Professional experience in submitting a building design that we believe to be:
 - A. To Best meet the needs of the Persigo WWTP.
 - B. The Best Value in Initial Construction.
 - C. The Best Value in Investment.
 - D. The Best Value in Longevity.
 - E. The Best Value in Maintenance Free.
3. We interpret that the City seeks to find a CM/GC Construction Firm to complete the Design requirements needed to Engineer the building selected by the City, complete the plans, specifications, and documents required to submit to planning and the building department for approval and complete the construction of the desired shop building.

Strategy:

PNCI Construction, Inc.'s strategy in completing our proposal for this RFP was to research and compare costs in the following areas to find what we believe to be the best value, and best building, to meet the needs of Persigo:

1. Building Design: Hip Roof, Sloped Roof, Single Slope, ext....
2. Building Materials: Wood, Metal, Masonry, Stucco, ext....
3. Excavation Contractors.
4. Electrical Contractors.
5. Mechanical Contractors.
6. Engineers.

In our research, we selected the Building Design and Materials, that we believe to be the most appealing, longest longevity, least maintenance, least likely for problems, and quickest response time for the best value. We selected sub contractors and engineers that we believe to have the best professionalism, quality, manpower, response time, experience, to complete the project in timely manner for to allow the fastest delivery time of the finished Shop Building to the Persigo WWTP.

Design Build Team:

Our Design Build team is as follows:

1. Arches Engineering – Structural Slab
2. Big Horn Engineering – MEP
3. MBMI Metal Buildings – Building Engineering
4. White Star Electric – Electrical & Engineering Assist
5. Raven Plumbing & Heating – Mechanical & Engineering Assist
6. City of Grand Junction – Civil Site Plan already Completed
7. City of Grand Junction – Soils Engineering Already Completed



Implementation:

Upon award, or progression of this Design Build Project would be:

1. Meeting with PNCI, City and Persigo to present our building design, answer questions, review schedule, make any necessary preliminary changes. This meeting is estimated to take approximately one hour of City and Persigo Staff time, and as much time as it takes to choose colors, and additions to the main scope of work.
2. Complete Drawings, Specifications, and Engineering.
3. Review Drawings, Specifications, and Engineering with City and Persigo Staff. This meeting is estimated to take approximately one hour of City and Persigo Staff time. Plans will be left for more thorough review if needed.
4. Make additional changes to Drawings and Specifications if required.
5. Final Review with City and Persigo Staff if required.
6. Submit Plans and Specifications to Planning Department, Fire Department, and Building Department.
7. Obtain Permits, and Commence Construction.
8. Final Inspection, Complete Punch list, and Turn over Project to Persigo. These inspections and

* Time Frame Schedule Included in Microsoft Project Schedule format.



Schedule

Persigo WWTP Shop

PNCI Construction, Inc.

ID	Task Name	Duration	Start																																																																																																												
				'09	Sep 13, '09	Sep 20, '09	Sep 27, '09	Oct 4, '09	Oct 11, '09	Oct 18, '09	Oct 25, '09	Nov 1, '09	Nov 8, '09	Nov 15, '09	Nov 22, '09	Nov 29, '09	Dec 6, '09																																																																																														
1	Pre Design Meeting	1 day?	Mon 9/28/09	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T	T	F	S	S	M	T												
2	Design and Engineering	5 days	Mon 9/28/09																																																																																																												
3	Review Meeting	1 day?	Mon 10/5/09																																																																																																												
4	Revisions	4 days	Mon 10/5/09																																																																																																												
5	Design Review & Exceptance	1 day?	Fri 10/9/09																																																																																																												
6	Permitting	5 days	Mon 10/12/09																																																																																																												
7	PreConstruction Meeting	1 day?	Mon 10/19/09																																																																																																												
8	Excavation	5 days	Tue 10/20/09																																																																																																												
9	Concrete	7 days	Tue 10/27/09																																																																																																												
10	Backfill	2 days	Wed 11/4/09																																																																																																												
11	Erect Building	21 days	Fri 11/6/09																																																																																																												
12	Fine Grade	1 day?	Mon 12/7/09																																																																																																												
13	Punch List and Turnover	5 days	Mon 12/7/09																																																																																																												

Project: Persigo WWTP Shop Date: Fri 9/11/09

Task Progress Summary External Tasks Deadline

Split Milestone Project Summary External Milestone



Construction, Inc.

553 25 ½ Road

Grand Junction, Colorado 81505

970-242-3548

FAX 970-242-0844

Transportation Practices

Here at PNCI Construction, Inc. we strive in our daily performance to provide excellent service at an affordable price. This kind of thinking walks hand in hand with our policies to conserve materials and operational supplies in every aspect of a project.

By requiring our staff to car pool to projects, coordination of material pickup and drop off to eliminate wasted trips and time, and scheduling practices to maximize project performance we are able to pass these saving on to our customers.



Construction, Inc.
553 25 1/2 Road
Grand Junction, Colorado 81505

970-242-3548
FAX 970-242-0844

Original Contract Completion Date: 09-2009

Estimated Completion Date: 09-2009

Melrose Park Shelter

Type of Contract: CM/GC Negotiated

Owner: city of Grand Junction

Contact: Scott Hockings (970) 244-1484

Location: Grand Junction, CO

Architect: N/A

Engineer: N/A

Project Supervisor: Todd Schmitt

Original Budget: \$154,528

Change Order Amount: \$0

Percentage of Work Completed by PNCI: 45%

Original Contract Completion Date: 10-2009

Estimated Completion Date: 10-2009

Rose Hill Hospitality House Addition/Remodel

Type of Contract: CM/GC Negotiated

Owner: St. Mary's Hospital

Contact: Keith Estridge (970) 244-2445

Location: Grand Junction, CO

Architect: Boulder Associates

Engineer: N/A

Project Supervisor: Kris Peterson Masonry

Original Budget: \$890,000

Change Order Amount: \$0

Percentage of Work Completed by PNCI: 40%

Original Contract Completion Date: 05-2009

Completion Date: 05-2009

EC Electric Building

Type of Contract: CM/GC Negotiated

Owner: PNCI Construction, Inc.

Contact: Frank P. DeSantis (970) 242-3548

Location: Grand Junction, CO

Architect: Boulder Associates

Engineer: Arches Engineering

Project Supervisor: Andy Bosch

Original Budget: \$700,000

Change Order Amount: \$0

Percentage of Work Completed by PNCI: 65%

Original Contract Completion Date: 03-2008
Completion Date: 03-2008
Production Transport Cover All Building
Type of Contract: CM/GC Negotiated
Owner: Production Transport
Contact: Jim Madsen (970) 434-5002
Location: Grand Junction, CO
Architect: N/A
Engineer: N/A
Project Supervisor: Kris Peterson
Original Budget: \$8,990.00
Change Order Amount: \$0
Percentage of Work Completed By PNCI: 100%

Bid Number: P-362
Project: Persigo WWTP Shop
Address:

Date: 11-Sep-09

Project Manager: Todd Schmitt

Base Bid

<u>CODE</u>	<u>DESCRIPTION</u>	<u>Quan.</u>	<u>Unit</u>	<u>Labor</u>	<u>Material</u>	<u>Subcontr.</u>	<u>Other</u>	<u>Total</u>	
DIVISION 1 GENERAL REQUIREMENTS									
01-120	Building Department Fee					550		550	
01-130	Fire Department Fee					50		50	
01-313	Project Superintendent			1890				1890	
01-528	Safety Equipment					200		200	
01-529	Sanitary Facilities					267		267	
01-755	Trash Dumpsters and Fees					890		890	
01-771	Consumables					200		200	
01-150	Design and Engineering						4120	4120	
				\$1,890.00	\$0.00	\$2,157.00	\$4,120.00	\$8,167.00	\$8,167.00
Division 2 Sitework									
02-210	Foundation							0	
	Mobalization						500	500	
	Excavation						1409	1409	
	Pit Run						4620	4620	
	Road Base						1638	1638	
	Gravel						1044	1044	
	Backfill and Fine Grade						1565	1565	
	Apron and Stoop							0	
	Excavation						420	420	
	Road Base						399	399	
	Gravel Drive						864	864	
				\$0.00	\$0.00	\$0.00	\$12,459.00	\$12,459.00	\$12,459.00
Division 3 CONCRETE									
03-300	Structural Slab					10560		10560	
	Apron and Stoop					2060		2060	
								0	
								0	
				\$0.00	\$0.00	\$12,620.00	\$0.00	\$12,620.00	\$12,620.00
Division 7 Thermal and Moisture Protection									
01-210	Building Insulation						1997	1997	
								0	
				\$0.00	\$0.00	\$0.00	\$1,997.00	\$1,997.00	\$1,997.00
Division 8 Doors and Windows									
08-100	Man Door	280		280	1258			1538	
08-360	Overhead Doors			1807	MBMI INC.			1807	
	Openers			550	1643			2193	
08-500	Windows			900				900	
								0	
				\$3,537.00	\$2,901.00	\$0.00	\$0.00	\$6,438.00	\$6,438.00

Division 9	Finishes							
09-910	Paint Door				110	110	0	
		\$0.00	\$0.00	\$0.00	\$110.00	\$110.00	\$110.00	\$110.00
Division 13	Special Construction							
13-120	Metal Building	10800	26638			37438	0	
		\$10,800.00	\$26,638.00	\$0.00	\$0.00	\$37,438.00	\$37,438.00	\$37,438.00
Division 15	Mechanical							
15-500	Tube Heaters				4985	4985		
	Gas Line, Trench and Backfill				2450	2450	0	
		\$0.00	\$0.00	\$0.00	\$7,435.00	\$7,435.00	\$7,435.00	\$7,435.00
Division 16	ELECTRICAL							
16-010	Electrical Work				6980	6980		
	Trench and Backfill				1720	1720	0	
		\$0.00	\$0.00	\$0.00	\$8,700.00	\$8,700.00	\$8,700.00	\$8,700.00
Division 17	Misc.							
17-900	Contingencies						\$0.00	
17-999	Uncoded Invoices						\$0.00	
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	TOTAL	\$16,227.00	\$29,539.00	\$14,777.00	\$30,701.00	\$95,364.00	95364	
	Building Permit							
	Umbrella							
	Liability Insurance			1.00%		\$ 954.00		
17-800	Contractors Fee			5.00%		\$4,816.00		
	Sub Total					\$101,134.00		
	Bond					\$2,543.00		
	Total					\$103,677.00		

SECTION 7.0: SOLICITATION RESPONSE FORM
City of Grand Junction
Request for Proposal 2953-09-DH "Design/Build Persigo WWTP Shop Building"

Offeror must submit entire Form completed, dated and signed.

- 1) Total cost to provide all labor, parts, supplies, equipment and installation necessary for the Design/Build of a Shop Building at Persigo Waste Water Treatment Plant (WWTP) per specifications:

TOTAL COST \$ 103,677.⁰⁰ dollars.

WRITTEN: One hundred three thousand six hundred seventy seven dollars.

- 2) State details for building exterior (stucco, metal, etc.) included in above price: See attached
MMI Metal Building (colors by owner)

- 3) List optional considerations (insulation, lighting, etc.): See attached.

- 4) State optional pricing from line 3: \$ 20,037.⁰⁰ dollars

Written: Twenty thousand thirty seven dollars dollars

The City of Grand Junction Persigo WWTP reserves the right to accept any portion of the work to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the City.

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

- Prices in this 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 proposal for the purpose of restricting competition.

- The individual signing this proposal certifies that he/she is 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.
- Date: Sept 11, 2009
- Direct purchases by the City are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of N/A percent of the net dollar will be offered to the City if the invoice is paid within N/A days after the receipt of the invoice. Payment Terms 30 days.

Agent shall **initial** each applicable item below to certify acknowledgement.

<u>725</u>	Initial to indicate the required proposal submittals are enclosed.
<u>725</u>	Initial to acknowledge receipt of addendum(s) and/or amendment(s) (if applicable).

1, 2, 3, 4

PNEI Construction, Inc
Company Name – (Typed or Printed)

Frank P De Santis
Authorized Dealer or Agent Signature

653-25 1/2 Road
Address of Offeror

970-242-3548
Phone Number

pneitod@edmsinc.net
E-mail Address of Agent or Sales Contact

Frank P. De Santis
Authorized Dealer Agent – (Typed or Printed)

President
Title

Grand Junction, CO 81505
City, State, and Zip Code

970-242-6844
Fax Number

970-210-4160
Cell Phone Number

Optional Pricing:

1. 8' Tall Liner Panels on Walls	\$2825.00
2. Upper 8' Liner Panels to Complete Walls	\$4196.00
3. Ceiling Liner Panels	\$6888.00
4. Replace Tube Heaters with (1) Unit Heater	\$2535.00 – Deduct
5. Drain Tile Piping	\$2088.00
6. Bollards	\$ 450.00 – Each
7. Geo Grid Fabric if Needed	\$2394.00
8. Native Seed (8000 sf)	\$ 640.00
9. Windows Each Additional	\$ 500.00
10. Upgrade Insulation	\$1181.00
11. Garage Door Remotes	\$ 25.00 – Each
12. Garage Door Safety Eyes	\$ 225.00 – Each Door
13. Pneumatic Reversing Edge	\$ 200.00 – Each Door
<u>14. 3 – Phase 100 Amp Service Upgrade</u>	<u>\$ 960.00</u>

Total Options: \$20037.00



METAL BUILDINGS PURCHASE ORDER / QUOTE

SERVING ALL 50 STATES AND THE WORLD

JOB NUMBER

Table with columns: REQUESTED, SCHEDULED, QUOTATION (A2107), DATE (9/10/09), CUSTOMER ORDER NO. (SPECIAL ORDER)

PERMIT DWGS REQUIRED YES [X] NO []

BUYER'S NAME: PNCI ATTN: TODD SCHMIDT
STREET:
CITY: Grand Junction STATE: CO ZIP: 81595
PHONE: 970-244-1545
E-MAIL: pncitodd@cdmsinc.net

SHIP TO: PERSIGO
STREET:
CITY, ST, ZIP:
JOBSITE PHONE:
COUNTY: MESA STATE: CO
ATTENTION: TODD
BUILDING USED FOR: SHOP

APPROVALS REQUIRED YES [X] NO []

FOUNDATION DWGS REQUIRED YES [] NO [X]

CALCS YES [] NO [X]

Table with columns: BUILDING TYPE, WIDTH, LENGTH, EAVE HEIGHT, ROOF SLOPE, BAY SPACING, INCLUDED OPTIONS, ROOF, WALLS. Includes specifications for GAUGE 26, FASTENERS, etc.

DESIGN table with columns: LIVE LOAD, ROOF SNOW, GROUND SNOW, LOAD REDUCTION, INSULATION THICKNESS, etc.

Table with columns: SILL CONDITIONS, ACCESSORIES, QUANTITY, DESCRIPTION. Lists items like BASE TRIM, WINDOWS, DOORS, WALL BRACING.

OTHER REQUIREMENTS:
REQUESTED SHIPPING DATE: TBD

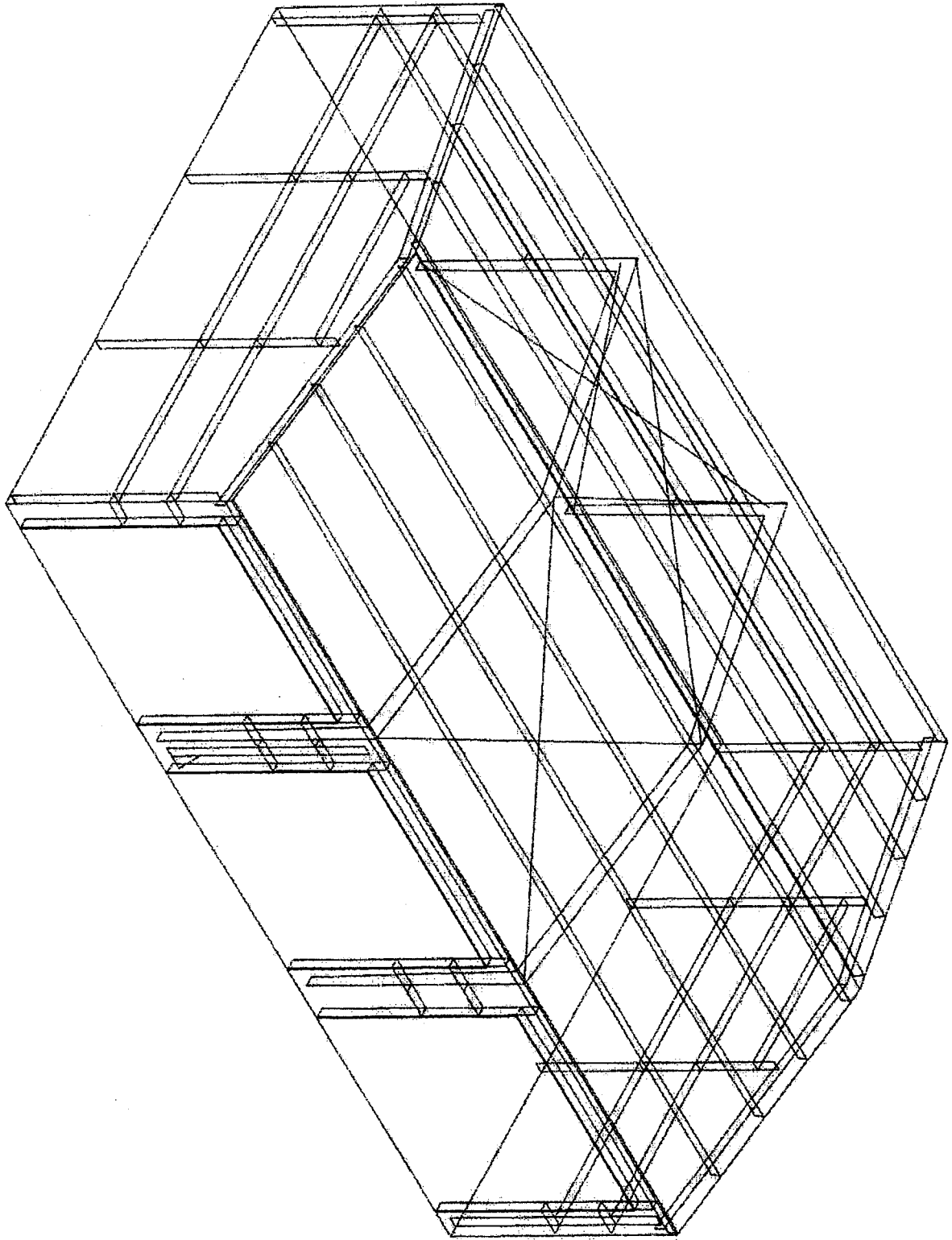
SEE TERMS AND CONDITIONS ON THE REVERSE SIDE (OR PAGE 2 IF FAXED OR EMAILED) WHICH ARE A PART OF THIS CONTRACT.
WE HEREBY PROPOSE TO FURNISH MATERIALS COMPLETE IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE SPECIFICATION AS NOTED ABOVE MATERIAL PRICE F.O.B. MESA CO, CO.
BUILDING PRICE \$ 26,638.00
FREIGHT \$ INCLUDED
CONTRACT PRICE \$ 26,638.00
ENGINEERING DEPOSIT \$ 8,659.50
BALANCE \$ 19,978.50

CUSTOMER'S ACCEPTANCE OF PROPOSAL
THE PRICES SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED, SUBJECT TO THE TERMS SET FORTH ABOVE AND THOSE PRINTED ON THE REVERSE SIDE HEREOF. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

THIS CONTRACT NOT VALID UNLESS SIGNED AND ACCEPTED BY AN OFFICER OF MBMI
RESPECTFULLY SUBMITTED
MBMI BY: BURT STROMPF
CONTRACT ACCEPTED AND ENTEI

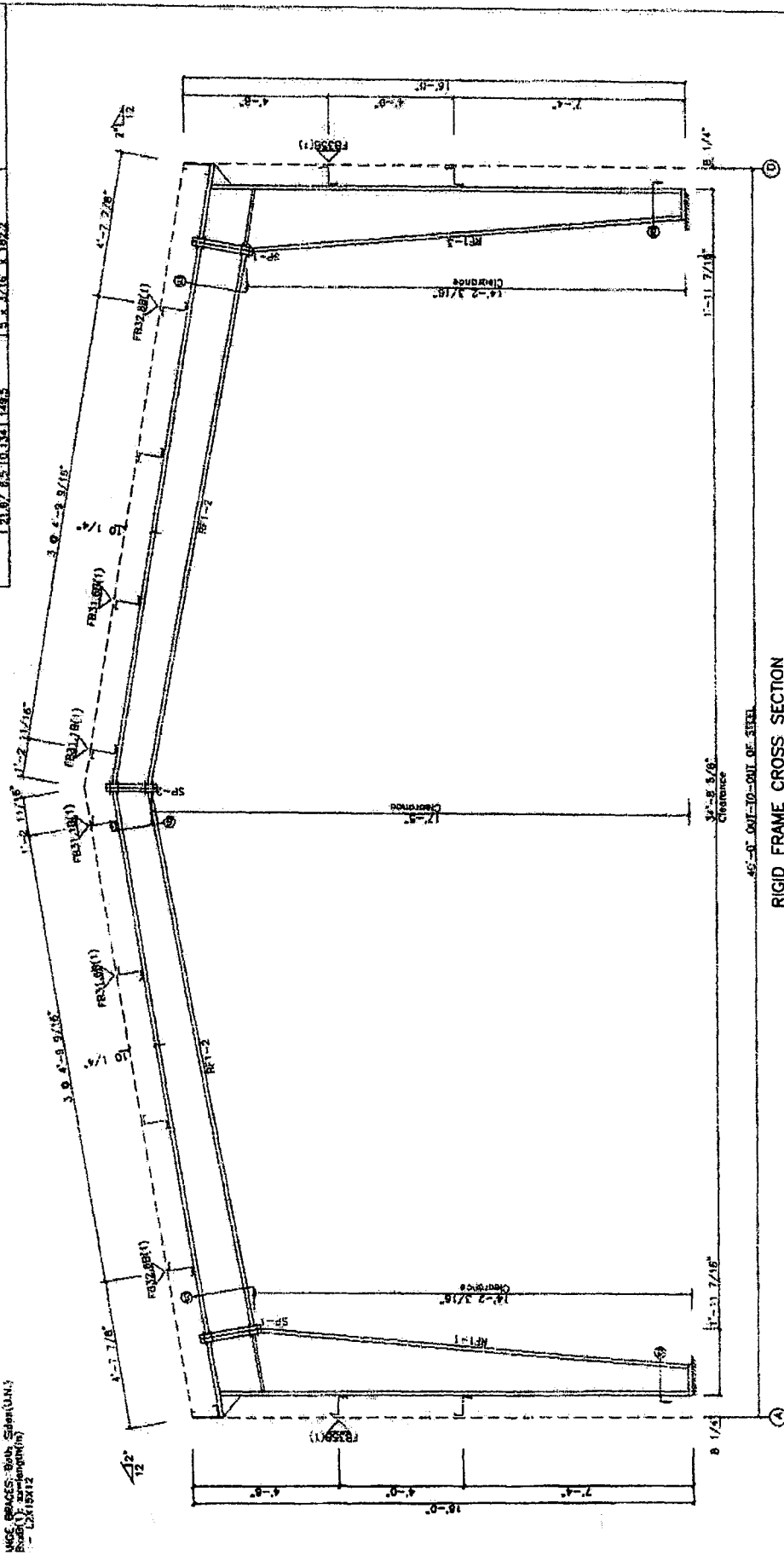
ACCEPTED ON THIS DAY OF 20
BY: (X)

DELRAY BEACH, FL Sept. 10th 2009
BY:
TITLE MBMI OFFICER



MARK	REQ. QUANTITY	UNIT	WEIGHT	LENGTH	WEISSER PLANK	WEISSER PLANK
RF1-1	8.5/21.6	0.184	1.57	182.4	5 x 3/16" x 182.4	5 x 3/16" x 182.4
RF1-2	21.6/23.0	0.184	36.0	22.5	5 x 3/16" x 22.5	5 x 3/16" x 22.5
RF1-3	23.0/21.6	0.184	36.0	21.0	5 x 3/16" x 21.0	5 x 3/16" x 21.0
	21.6/21.6	0.184	36.0	21.0	5 x 3/16" x 21.0	5 x 3/16" x 21.0
	21.6/21.6	0.184	36.0	21.0	5 x 3/16" x 21.0	5 x 3/16" x 21.0

PLATES & BOLTS	PLATE SIZE	TABLE NO.	WEISSER PLANK	WEISSER PLANK
1	3/8" x 4"	14.1	5 x 3/16" x 182.4	5 x 3/16" x 182.4
2	3/8" x 4"	14.1	5 x 3/16" x 22.5	5 x 3/16" x 22.5
3	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
4	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
5	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
6	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
7	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
8	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
9	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
10	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
11	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
12	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
13	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
14	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
15	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
16	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
17	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
18	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
19	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
20	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
21	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
22	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
23	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
24	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
25	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
26	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
27	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
28	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
29	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
30	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
31	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
32	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
33	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
34	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
35	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
36	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
37	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
38	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
39	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
40	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
41	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
42	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
43	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
44	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
45	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
46	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
47	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
48	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
49	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
50	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
51	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
52	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
53	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
54	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
55	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
56	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
57	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
58	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
59	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
60	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
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63	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
64	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
65	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
66	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
67	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
68	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
69	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
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78	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
79	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
80	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
81	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
82	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
83	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
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91	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
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93	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
94	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
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96	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
97	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
98	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
99	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0
100	3/8" x 4"	14.1	5 x 3/16" x 21.0	5 x 3/16" x 21.0



RIGID FRAME CROSS SECTION
FOR FRAME LINE 2 3

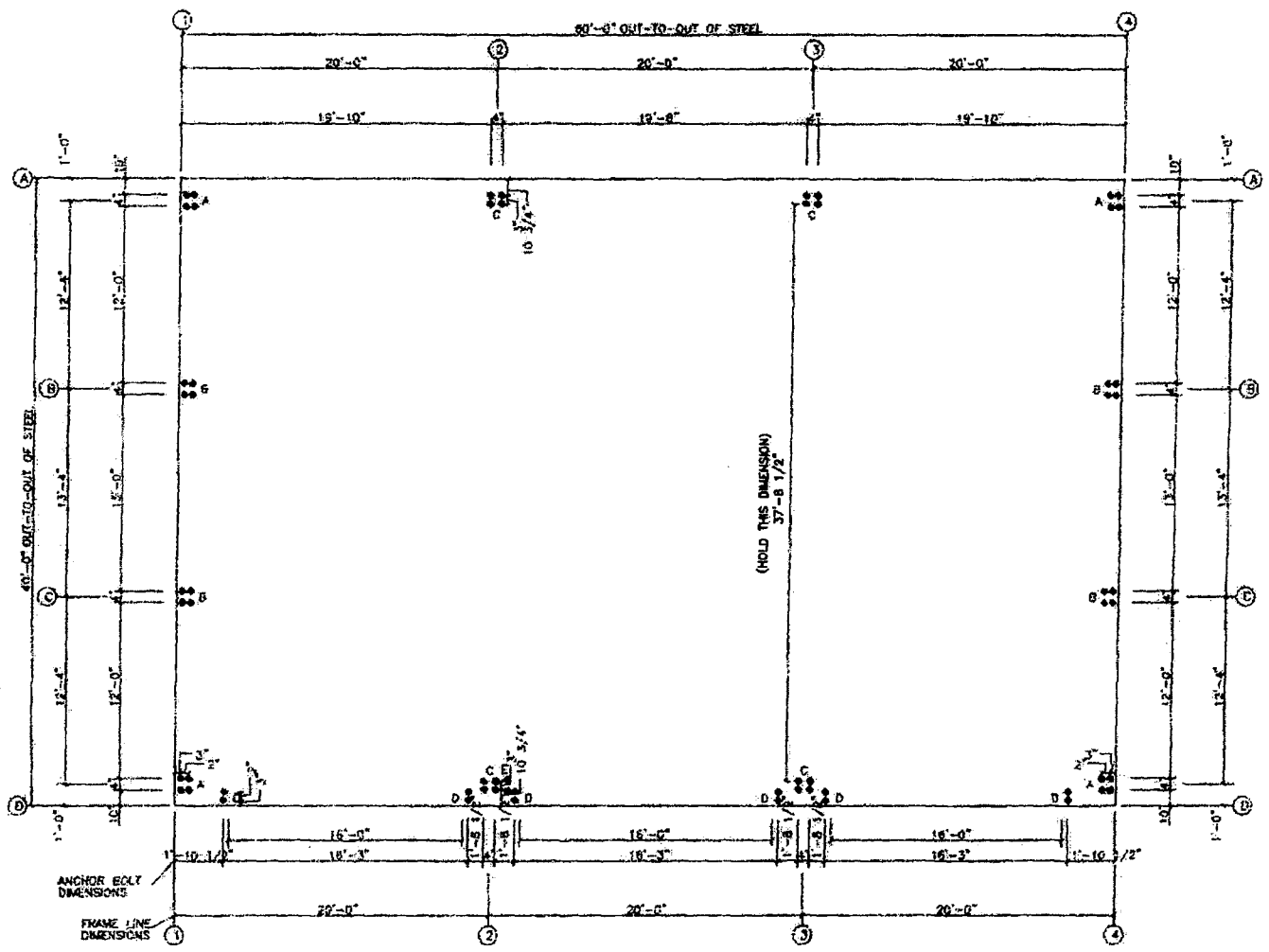
MEMI
METAL BUILDINGS

955 N.W. 17TH AVE.
BUILDING H
DELRAY BEACH, FL 33445
TEL.: 800-283-2097

PROJECT: PERSIGO WWTP
LOCATION: GRAND JUNCTION, CO 81505
DATE: 8/21/78
BY: [Signature] OF [Signature]

JOB NO: A210785

- GENERAL NOTES:
- CONSTRUCTION NOTES FOR THE RIGID FRAMES:
 - ALL FRAMES SHALL BE BOLTED TO CONCRETE FOUNDATIONS.
 - ALL FIELD CONNECTIONS OF SECONDARY FRAMING SHALL BE BOLTED WITH ASST. MACHINE BOLTS.
 - USE OF WELD IS NOT PERMITTED.



- ◆ Dia= 1/2"
- Dia= 5/8"
- Dia= 3/4"
- Dia= 1"

ANCHOR BOLT PLAN
NOTE: All Base Plates @ 100'-0" (U.N.)

MBMI METAL BUILDINGS 955 N.W. 17TH AVE. BUILDING H DELRAY BEACH, FL 33445 TEL.: 800-293-2097	PNCIT	
	PERSIGO WWTP	
GRAND JUNCTION, CO 81505		
DRN: 8/19/06	DES: []	REV: []
ANCHOR BOLT PLAN		JOB NO A2107BS

WHITE STAR ELECTRIC, LLC

803 WINTERS AVENUE
 GRAND JUNCTION, CO 81501
 (970) 256-9419 PHONE
 (970) 256-0082 FAX
 CO ELECTRICAL LICENSE #EC-6243

2101-0478

Proposal Submitted to:

Company:
 Attention:
 Address:
 Phone: -
 Fax: -
 E-mail:

Bid Proposal

Project Name: RFP-2953-09-DH
 Project Address: PERSIGO WWTP SHOP BUILDING

Architect:
 Date of Plans:

Bid Price Excludes: BOND, PERMIT, TAXES, TRENCH AND BACKFILL, ENGINEERING

Base Bid	Amount:
ELECTRICAL WIRING: AS PER RFP AND ADDENDA 1,2,3,4 FOR 40' X 60' SHOP BUILDING. INCLUDING 100AMP SINGLE PHASE SERVICE AND LATERAL, 12-2' X 4' HIGH BAY FIXTURES, 4-100W MH WALL PACKS, 4-SWITCHES, 6-RECEPTACLES, POWER FOR INFRARED HEATER.	\$6,980.00
Alternates	
ADD: FOR TRENCH AND BACKFILL (IF UNABLE TO INSTALL POWER IN GAS TRENCH)	\$1,720.00
ADD: FOR 3-PHASE 100AMP SERVICE	\$960.00
Total	NINE THOUSAND SIX HUNDRED SIXTY DOLLARS \$9,660.00

Any alteration/deviation from plans or specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by White Star Electric, LLC. Payments to be made upon progress invoicing. For each month the account remains past due a 2% charge will be added to balance. I hereby agree to pay all costs of collection and reasonable attorney fees if this account becomes delinquent and is referred for collection. General contractor to supply minimum of three sets of working plans to White Star Electric.

Bidder: Phil McCreanor *Phil McCreanor*

in: 30 days from 9/10/09

SIGN AND RETURN AS AN ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.

Signature _____

Date _____