



CONTRACT RENEWAL

#5164-23-KH

Date: December 15, 2022

Supplier: Wagner Rents

Project: 3rd Year Contract Renewal for Skid Steer Rentals for City Spring Cleanup

Congratulations, you have been awarded the 3rd year renewal option for contract #5164-23-KH Skid Steer Rentals for City Spring Cleanup, dated December 15, 2022.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated February 11, 2020 for Solicitation No. SS-4759-20-DH for Skid Steer Rentals for City Spring Cleanup, to provide (8) Skid Steer Loaders with Grapple Buckets for the 8 units per day price of \$3,300. This renewal shall cover all services from April 3, 2023 – April 15, 2023.

Please notify John Somerlot, City of Grand Junction Street Supervisor at 970-244-1571 OR johnso@gjcity.org for scheduling and **return to the Purchasing Division your Proof of Insurance Certificate and Payment & Performance Bonds, as per the contract documents.**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.
9E786E7D50E148C

Duane Hoff Jr., Contract Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Wagner Equipment Co.

By: DocuSigned by:
Robert E. Mock
2367449738941D9... Robert E. Mock

Title: Rental Sales Rep

Date: 12/15/2022

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 any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: Pam Medrano PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: pam.medrano@usi.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Wagner Equipment Co. Wagner Rents, Inc. PO Box 17620 Denver, CO 80217	INSURER A : Zurich American Insurance Company	NAIC # 16535
	INSURER B : Travelers Property Cas. Co. of America	25674
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	GLO819637215	03/01/2022	03/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP819637115	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	X	X	ZUP21P5112122NF	03/01/2022	03/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC819637315	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability, Automobile Liability and Umbrella liability policies includes an automatic additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability, (See Attached Descriptions)

CERTIFICATE HOLDER City of Grand Junction Attn: Dave Roper, Risk Manager; 250 North 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 
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DESCRIPTIONS (Continued from Page 1)

Umbrella Liability and Workers Compensation policies includes a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above.



CONTRACT RENEWAL

#5000-22-KH

Date: January 12, 2022

Supplier: Wagner Rents

Project: 2nd Year Contract Renewal for Skid Steer Rentals for City Spring Cleanup

Congratulations, you have been awarded the 2nd year renewal option for contract #5000-22-KH **Skid Steer Rentals for City Spring Cleanup**, dated January 12, 2022.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated February 11, 2020 for Solicitation No. SS-4759-20-DH for Skid Steer Rentals for City Spring Cleanup, to provide (8) Skid Steer Loaders with Grapple Buckets for the 8 units per day price of **\$3,300**. This renewal shall cover all services from April 4, 2022 – April 16, 2022.

Please notify Chris Spears, City of Grand Junction Street Supervisor 970-244-1584 for scheduling and **return to the Purchasing Division your Proof of Insurance Certificate and Payment & Performance Bonds, as per the contract documents.**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Kassy Hackett
Kassy Hackett, Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Wagner Rents
By: DocuSigned by: Robert Mock, Wagner Rents
Title: Sales
Date: 1/13/2022

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.

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PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: Pam Medrano PHONE (A/C, No, Ext): 800 873-8500 E-MAIL ADDRESS: pam.medrano@usi.com		FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Travelers Property Cas. Co. of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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CERTIFICATE HOLDER City of Grand Junction Attn: Dave Roper, Risk Manager; 250 North 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 
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DESCRIPTIONS (Continued from Page 1)

Umbrella Liability and Workers Compensation policies includes a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above.

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PRODUCER: USI Insurance Services, LLC, P.O. Box 7050, Englewood, CO 80155, 800 873-8500. CONTACT NAME: USI Insurance Services, LLC, PHONE (A/C, No, Ext): 800 873-8500, FAX (A/C, No):, E-MAIL ADDRESS: den.certificate@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Zurich American Insurance Company (NAIC # 16535), INSURER B: Travelers Property Cas. Co. of America (NAIC # 25674), INSURER C, D, E, F.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Automobile Liability Excess, Gemini Insurance Policy GVE100265001, 03/01/2021 to 03/01/2022, \$3,000,000 (excess of \$2M) The General Liability, Automobile Liability and Umbrella liability policies includes an automatic additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract that requires such status, and only with regard to work performed on behalf of (See Attached Descriptions)

CERTIFICATE HOLDER: City of Grand Junction, Attn: Dave Roper, Risk Manager, 250 North 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]

DESCRIPTIONS (Continued from Page 1)

the named insured. The General Liability policy contains a special endorsement with Primary and Noncontributory wording, when required by written contract. The General Liability, Automobile Liability, Umbrella Liability and Workers Compensation policies includes a Waiver of Subrogation endorsement in favor of the Certificate Holder as referenced above.



CONTRACT RENEWAL

#4877-21-DH

Date: February 5, 2021

Supplier: Wagner Rents

Project: 1st Year Contract Renewal for Skid Steer Rentals for City Spring Cleanup

Congratulations, you have been awarded the 1st year renewal option for contract #4877-21-DH Skid Steer Rentals for City Spring Cleanup, dated February 5, 2021.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated February 11, 2020 for Solicitation No. SS-4759-20-DH for Skid Steer Rentals for City Spring Cleanup, to provide (8) Skid Steer Loaders with Grapple Buckets for the 8 units per day price of \$3,300. This renewal shall cover all services from April 5, 2021 – April 16, 2021.

Please notify Dan Thorn, City of Grand Junction Operations & Maintenance Supervisor 970-244-1571 for scheduling, **and return to the Purchasing Division an acknowledged copy of this Contract Renewal, Proof of Insurance Certificate, and Payment & Performance Bonds, as per the contract documents.**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr., Senior Buyer - City of Grand Junction
91789E7D50F19BC...
Duane Hoff Jr., Senior Buyer

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Wagner Rents

By: DocuSigned by:
Robert Mock, Wagner Rents Robert Mock, Wagner Rents
CF45D9EAA8DDE10A...

Title: Sales

Date: 2/5/2021 | 15:01 MST



**Reprinted
Purchase Order
No. 2020-00000153**

DATE 03/17/2020

Ship To
City of Grand Junction
Streets
333 West Ave Building A
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
Streets
333 West Ave Building A
GRAND JUNCTION, CO 81501

Ph. (970) 244-1545

Fax (970) 256-4022

Vendor
VENDOR NO. 3484
Wagner Rents
PO Box 911291
Denver, CO 80291-1291
Phone: (970) 245-6546

PAGE 1 of 1
SHIP VIA
DELIVER BY
FREIGHT TERMS
Payment Terms: Net 30 Days
Buyer Name: Duane G. Hoff Jr.
Buyer Email: duaneh@gjcity.org

Reference Contract Documents SS-4759-20-DH

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
8.0000	Each	LEASE/RENT - 2020 FAD SKID STEER LOADER WITH GRAPPLE BUCKETS RENTALS	Complete	4,147.5000	\$33,180.00
PURCHASE ORDER TOTAL					\$33,180.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544
Requestor: Dan Thome. Invoices to be processed by Streets Division.

By: 

Form A

CITY OF GRAND JUNCTION
SOLE SOURCE JUSTIFICATION FORM

Date: <u>2/11/2020</u>	Requested By: <u>Dan Thorne</u>
Department: <u>Public Works</u>	Division: <u>Streets</u>
Vendor Name: <u>Wagner Rents</u>	Net Cost Delivered: \$ <u>38500.00</u>

SOLE SOURCE JUSTIFICATION
(INITIAL ALL ENTRIES THAT APPLY)

Material/Service Description: 8 skidsteer rentals for spring clean up

- The Vendor is the original equipment manufacturer and there are no regional distributors;
- The product, equipment or service requested is clearly superior functionally to all other similar products, equipment or service available from another manufacturer or vendor;
- The over-riding consideration for purchase is compatibility or conformity with City-owned equipment in which non-conformance would require the expenditure of additional funds;
- DT - No other equipment is available that shall meet the specialized needs of the department or perform the intended function;
- Detailed justification is available which establishes beyond doubt that the Vendor is the only source practicably available to provide the item or service required;
- Detailed justification is available which proves it is economically advantageous to use the product, equipment or service.

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

Signed: [Signature], Public Works Director, 2/12/20
Name Title 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: [Signature], 2/13/20
Purchasing Manager Signature Date

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

Signed: [Signature], 2/13/2020
City Manager Signature Date

City Council Approval Required (over \$50K) yes / no

Attach Justification Documentation and Forward to City Purchasing Division



Memorandum

TO: Trent Prall, Public Works Director
FROM: Dan Thorne Street Maintenance Supervisor
DATE: 2/11/2020
SUBJECT: Sole source spring cleanup skid steer rental

The Street department request your approval to obtain (8) eight rental skid steers from Wagner Rents as a sole source. We have offered this in a bid package for many years and have receive only one bidder that can provide all the requirements for the succession of these services. This is a sole source request based upon standardization of the equipment for the Spring cleanup program.

Sincerely,

Dan Thorne



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 20th day of February, 2020 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 Wagner Rents hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor shall furnish all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Skid Steer Rentals for Spring Cleanup SS-4759-20-DH.

WHEREAS, the Contract has been awarded for the rental of 8 skid steers with grapple bucket to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the scope/specifications 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 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 documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
b. Sole Source Bid Request Document;
c. Contractors quoted bid response dated February 17, 2020;

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 Performance: 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 scope/specifications described, set forth, shown, and included in the Contract Documents.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence scope/specifications under the Contract on or before the date specified in the Solicitation from the Owner.

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 scope/specifications specified in the Contract Documents, the sum of **Thirty Three Thousand One Hundred Eighty and 00/100 Dollars (\$33,180.00)**. 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 in the Contract, partial payments shall be made as the product usage progresses. Applications for partial shall be prepared by the Contractor and approved by the Owner.

ARTICLE 6

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



Purchasing Division

SS-4759-20-DH

Skid Steer Rentals for Spring Cleanup

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

Phone (970)244-1545

Invitation for Bids

Table of Contents

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

1. Instructions to Bidders

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies to provide skid steer loaders to load refuse into dump trucks for the City of Grand Junction's Spring Cleanup Program. All dimensions and scope of work should be verified by Bidders prior to submission of bids.
- 1.2. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.3. Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.4. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.5. Contract Documents:** The complete Bid and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, <http://www.gjcity.org/BidOpenings.aspx>.
- 1.6. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.7. Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.8. Addenda & Interpretations:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this solicitation or extensions to the opening/receipt date shall be made by a written Addendum to the solicitation by the Owner. Sole authority to authorize addenda shall be vested in the Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Bidders shall acknowledge receipt of all addenda in their response and are solely responsible for obtaining all solicitation documents.
- 1.9. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.10. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.

- 1.11. Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.12. Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- 1.13. Public Opening:** Responses shall be opened in the City Hall Auditorium 250 North 5th Street, Grand Junction, CO 81501 immediately following the solicitation deadline.

2. General Contract Conditions

- 2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements. The contract may be amended or modified with Change Orders, Field Orders, or Amendment(s).
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. By executing the contract/purchase order, the Bidder represents that they have familiarized themselves with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation or progress. The Contractor shall provide facilities for such access. The Owner will familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.4. Contractor:** The Contractor is the person, organization, bidder, or offeror identified as such in the Solicitation Documents and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all

work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of curing all work of others, destroyed or damaged, by the correction, removal or replacement of defective work.

2.6. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, the Contractor shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall assume full responsibility and shall bear all costs attributable.

2.7. Responsibility for Those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

2.8. Insurance Requirements: The selected Contractor 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 this Section. 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 this Section 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 Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. 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:

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

(b) General Liability insurance with minimum limits of:

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 and 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 hazards. The policy shall contain a severability of interests provision.

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

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

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

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required 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 Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

- 2.9. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.10. Miscellaneous Conditions:** Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall

conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.

- 2.11. Time:** The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in the Contract Documents.
- 2.12. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.13. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of the product or written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.14. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, at their 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 they shall make good such damage or injury in an acceptable manner.
- 2.15. 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/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment 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/Amendment.

- 2.16. 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. This may be accomplished through a Field Order.
- 2.17. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of curing all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, Owner may do so instead of requiring its removal and correction, in which case a Change Order/Amendment will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.19. Change Order/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 Change Orders/Amendments to the contract shall be made in writing by the Owner.
- 2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner.
- 2.21. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.22. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.23. Confidentiality:** All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after contract award. "**Proprietary or Confidential Information**" is defined as any information that is not generally known to competitors and which provides a competitive

advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "**Confidential Disclosure**" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.

- 2.24. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this Solicitation.
- 2.25. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of work; (3) 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.
- 2.26. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a response, agrees to the following conditions:
- 2.26.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.26.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.26.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.27. 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 illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.28. Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.29. Failure to Deliver:** In the event of failure of the Contractor to deliver work in accordance with the contract terms and conditions, 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 purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.30. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.31. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.32. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.33. Nonconforming Terms and Conditions:** A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.34. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.35. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- 2.36. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.37. Venue:** Any agreement as a result of responding to this Solicitation shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.38. Expenses:** Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- 2.39. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.40. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. **State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved.** Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract shall be subject to, and must contain, a governmental non-appropriation of funds clause.
- 2.41. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place their own awards on their respective Contract/Purchase Orders through their Purchasing Office or use their Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate their specific delivery and invoicing instructions.
- 2.42. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

2.42.1. "Public Works Project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

2.43. Definitions:

2.43.1. The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

2.43.2. "Contractor" and/or "Vendor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

2.43.3. "Sub-Contractor" is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

3. Statement of Work

- 3.1. Project Description:** The purpose of this bid is to receive quotes from qualified contractors to provide the following and other related equipment to the City's Street Maintenance crews for an annual city wide "Spring Cleanup" Program. The 2020 program begins March 30, 2020 and ends on April 10, 2020, City crews will need the equipment delivered on Thursday, March 26, 2020 and will have the equipment ready for pick up by the supplier at the earliest date of Tuesday, April 14, 2020. However, an option for extension may be needed depending upon the extended program length. The contractor will be notified of the extension on or about April 10, 2020. Use of the equipment will involve citywide canvassing of all streets and alleys to remove residential/household refuse in a campaign commonly referred to as "Fresh as a Daisy." This equipment will be operated by experienced City staff, who will be working in concert with other, very similar, city-owned equipment to complete this program within the assigned time period.
- 3.2. SKID STEER LOADERS:** Each skid steer loader supplied must have a minimum engine size of 70 horsepower, an effective lifting height of at least eight (8) feet and have "all hand" type controls. All supplied loaders shall have mounted, hydraulically actuated, grapple buckets. Each loader needs to include a "lockable" gas cap. The City will supply a pad lock that will be removed prior to vendor picking up the loader. All skid steer loaders shall be of the same manufacturer. The owner will accept varying models and year, as long as all proposed units are of the same manufacturer.
- 3.3. SPARE TIRES:** One mounted spare tire must be supplied for each of the skid steer loaders. Wheels should be marked with mating reference to each designated vehicle if applicable.
- 3.4. TIRE WEAR:** Because these vehicles will be operated primarily on hard surfaces, tire wear should be considered and the cost thereof included in the bid price as it shall be at the vendor's expense. Each bidder shall supply the manufacturers' specification on tire tread depth. The Owner will only allow a maximum of 20 % wear on each tire when the skid loaders are delivered. The Owner will have the final approval if the tire wear is satisfactory or not (20% or less wear).
- 3.5. FLAT TIRES – TIRE DAMAGE:** All flat tires that are the result of job site damage (negligence) will be repaired at the Owner's expense.
- 3.6. DELIVERY & PICK-UP OF EQUIPMENT:** In preparation for start-up of the program on March 30, 2020, all equipment must be delivered to the City on the morning of Thursday, March 26, 2020. After the program is completed on April 10, 2020 (unless a program extension is needed), crews will require approximately two (2) days to "Post-check" the equipment, after which it can be picked up by the supplier on the end of the day on Tuesday, April 14, 2020.

3.7. EMISSIONS STANDARDS: As applicable by law: Vehicles/ Equipment must be supplied with manufacturer's standard equipment and all devices necessary to be in compliance with the most current State of Colorado code, and the Federal Motor Vehicle Safety Standards. Vehicle must comply with all Federal and Colorado motor vehicle pollution control requirements and be capable of passing State emissions tests. Delivery must include any EPA documentation. Vehicles and/or Equipment not meeting the aforementioned standards will not be accepted.

3.8. BID Tentative Time Schedule:

- Delivery of Equipment March 26, 2020
- Pickup and Inspection of Equipment April 14, 2020

3.9. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

3.10. Contract: Contract shall commence upon award and will run through the 2020 Spring Cleanup operations. The awarded Contractor and the Owner agree that the contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the contract for up to three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding/appropriations.

4. Contractor's Bid Form

Bid Date: _____

Project: **SS-4759-20-DH Steer Rentals for Spring Cleanup**

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

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

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

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

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

PRICE BID SCHEDULE: SS-4759-20-DH Skid Steer Rentals for Spring Cleanup

1) Price for 8 Skid Steer Loaders with Grapple Buckets:

\$ _____

Total Bid Price Written:

2) Unit Pricing: Based upon demand, the Spring Cleanup Program may end early or extend additional days. Please provide daily unit pricing for the addition or deduction of rental days in the event of schedule change:

\$ _____ **for 8 units per day**

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #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 _____ percent of the net dollar amount will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

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

Company: _____

**Authorized
Signature:** _____

Title: _____

4. Contractor's Bid Form

Bid Date: 2-17-2020

Project: **SS-4759-20-DH Steer Rentals for Spring Cleanup**

Bidding Company: Wagner Rents

Name of Authorized Agent: Rob Mock

Email rmock@wagnerequipment.com

Telephone 970-261-1695 Address 2707 Hwy 50

City Grand Junction State Colo Zip 81503

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

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

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

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

PRICE BID SCHEDULE: SS-4759-20-DH Skid Steer Rentals for Spring Cleanup

1) Price for 8 Skid Steer Loaders with Grapple Buckets:

\$ 33,180⁰⁰

Total Bid Price Written:

Thirty three thousand one hundred eighty dollars

2) **Unit Pricing:** Based upon demand, the Spring Cleanup Program may end early or extend additional days. Please provide daily unit pricing for the addition or ~~deduction~~ *RM* of rental days in the event of schedule change:

\$ 3300⁰⁰ for 8 units per day

- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt #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 0 percent of the net dollar amount will be offered to the Owner if the invoice is paid within 30 days after the receipt of the invoice.
- The undersigned certifies and agrees that this bid is submitted in accordance with all applicable Federal, State, County, and City laws.

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

Company: Wagner Rents

Authorized Signature: [Signature]

Title: Sales Rep