



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 7th day of August, 2018 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 M.A. Concrete Construction, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as 2018 Load and Haul Residual Radioactive Material IFB-4544-18-DH.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **2018 Load and Haul Residual Radioactive Material;**
- c. Contractors Response to the Solicitation
- d. Work Change Requests (directing that changed work be performed);

- e. Field Orders
- f. Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the unit price of **Thirteen and 50/100 Dollars per ton (\$13.50)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

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.

ARTICLE 7

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

ARTICLE 8

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

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

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 9/18/2018 | 14:20 MDT
Duane Hoff Jr., Senior Buyer Date

M.A. Concrete Construction, Inc.

DocuSigned by:
By: Martin Azcarraga - President 9/18/2018 | 11:34 MDT
Martin Azcarraga - President President Date



LETTER OF INTENT

Date: August 2, 2018

Company: M.A. Concrete Construction

Project: 2018 Load and Haul Residual Radioactive Material IFB-4544-18-DH

Based upon review of the bid responses received for 2018 Load and Haul Residual Radioactive Material IFB-4544-18-DH, you have been selected as the lowest responsive and responsible bidder. It is the intent of the City of Grand Junction to award the aforementioned purchase to your company as is listed in the IFB documents, and your bid response, as follows:

Item No.	Description	Unit	Unit Price
1	Load and Haul RRM	Ton	13.50

For an estimated total contract price of \$74,250.00

Upon receipt of fully signed contract, please notify Eric Mocko, Project Engineer, 970-256-4017 for project scheduling.

Please feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards

Duane Hoff Jr., Senior Buyer



Purchasing Division

Invitation for Bid

**IFB-4544-18-DH
2018 Load and Haul Residual Radioactive Material**

Responses Due:

July 12, 2018 prior to 3:30PM

Accepting Electronic Responses Only

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

<https://www.rockymountainbidsystem.com/default.asp>

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

Purchasing Representative:

Duane Hoff, Senior Buyer

duaneh@gjcity.org

970-244-1545

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

Invitation for Bids

Table of Contents

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

1. Instructions to Bidders

- 1.1. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to load and haul Residual Radioactive Material (RRM) to the Grand Junction, Colorado, Disposal Site (GJDS). The City has allowed RRM found within the City limits of Grand Junction, to be temporarily stockpiled at the City Shops, 333 West Avenue, in an old sewage clarifier structure (the clarifier). The GJDS is owned and managed by the U.S. Department of Energy Office of Legacy Management (DOE-LM) and is operated by its prime contractor, Navarro Research and Engineering (Navarro). The GJDS, formerly known as the DOE Cheney Repository, will open on **July 30, 2018** to receive the RRM. There is an estimated 3,000 cubic yards (5,500 Tons) of RRM including uranium mill tailings, soil, concrete, and aggregate to be removed from City Shops and hauled to the GJDS. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

IFB Questions:

Duane Hoff, Senior Buyer
Duaneh@gjcity.org

- 1.2. Mandatory Pre-Bid Meeting:** **Prospective bidders are required to attend a mandatory pre-bid meeting on June 29, 2018 at 10:00am.** Meeting location shall be in the Auditorium at City Hall, located at 250 N. 5th Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.3. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4. Submission:** **Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.5. Modification and Withdrawal of Bids Before Opening.** Bids may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Bids are to be submitted at any time prior to Bid Opening.
- 1.6. Printed Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.

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

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

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

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

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

All names must be typed or printed below the signature.

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

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

- 1.7. **Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.8. **Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of bid documents can be obtained from the City Purchasing website, <http://www.gjcity.org/BidOpenings.aspx>.
- 1.9. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Public Works & Planning/Engineering page at www.gjcity.org. Electronic copies may be obtained on a CD format at the Department of Public Works and Planning at City Hall.
- 1.10. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.11. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as

evidence of compliance with this section. Prior to submitting a bid, each Offeror shall, at a minimum:

- a. Examine the *Contract Documents* thoroughly;
- b. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the Work – access to the GJDS will not be available until the contract has been executed;
- c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
- d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
- e. Notify the Engineer of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents*

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

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

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

- 1.12. 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.
- 1.13. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <http://www.gjcity.org/BidOpenings.aspx>. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.14. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.

- 1.15. **Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.16. **Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.17. **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.
- 1.18. **Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, firm, or corporation that is in arrears to the Owner, upon debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is deemed irresponsible or unreliable.

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

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

- a. More than one Bid is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
 - b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future work of the Owner until such participant has been reinstated as a qualified bidder.
- 1.19. **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City/County employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City/County.

2. General Contract Conditions for Construction Projects

- 2.1. **The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City/County, shall constitute a contract equally binding between the City/County and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations,

representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.

- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (City/County) and Contractor. City/County will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site (to the extent possible), familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the City/County are, and shall remain, City/County property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Contractor to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.

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

substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.

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

2.16. Insurance: The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

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

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

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

2.19. Time: Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the work. The date of commencement of the work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.

2.20. 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.

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

Project Manager will promptly make such inspection and, when 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.

- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

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

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

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

2.26. Liquidated Damages for Failure to Meet Project Completion Schedule: CITY ONLY

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

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$350.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the

Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

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

- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.30. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.32. 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.
- 2.33. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.34. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.35. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4)

for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.

- 2.36. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.36.1.** 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.
 - 2.36.2.** 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.
 - 2.36.3.** 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.
- 2.37. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.38. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.39. 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.
- 2.40. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.41. 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.
- 2.42. 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.

2.43. 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.

2.44. Nonconforming Terms and Conditions: A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

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

2.45. Evaluation of Bids and Offeors: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- negotiate final terms with the Successful Bidder, and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

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

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

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

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

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

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

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

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

2.46. Award of Contract: Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more

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

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

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

2.55. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the City/County. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Bid. The quantities furnished in this bid document are for only the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.56. 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).

2.56.1. "Public project" is defined as:

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

3. Statement of Work

3.1. GENERAL: The City of Grand Junction is requesting competitive pricing to load and haul Residual Radioactive Material (RRM) to the Grand Junction, Colorado, Disposal Site (GJDS). The City has allowed RRM found within the City limits of Grand Junction, to be temporarily stockpiled at the City Shops, 333 West Avenue in an old sewage clarifier structure (the clarifier). The GJDS is owned and managed by the U.S. Department of Energy Office of Legacy Management (DOE-LM) and is operated by its prime contractor, Navarro Research and Engineering (Navarro). The GJDS, formerly known as the DOE Cheney Repository, will open on **July 30, 2018** to receive the RRM. There is an estimated 3,000 cubic yards (5,500 Tons) of RRM including uranium mill tailings, soil, concrete and aggregate to be removed from City Shops and hauled to the GJDS.

3.2. SPECIAL CONDITIONS & PROVISIONS:

3.2.1 Pre-Bid Meeting: Prospective bidders are required to attend a mandatory pre-bid meeting on June 29, 2018 at 10:00am. Meeting location shall be in the Auditorium at City Hall, located at 250 N. 5th Street, Grand Junction, CO. The purpose of this visit will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

3.2.2 Contractor Required DOE Training: The awarded Contractor, Contractor's employees, and sub-Contractors will be required to attend mandatory training by the DOE/Navarro to perform services for this contract.

3.3.3 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:

Duane Hoff Jr., Senior Buyer
City of Grand Junction
duaneh@gjcity.org

3.2.3 Project Manager: The Project Manager for the Project is Eric Mocko, Project Engineer, who can be reached at (970)256-4017. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Department of Public Works and Planning
Attn: Eric Mocko, Project Engineer
333 West Avenue, Building C
Grand Junction, CO 81501

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

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

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

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

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

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

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

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

C. The awarded Contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the contract for two (2) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

3.2.7 Time of Completion: The scheduled time of Completion for the Project is **60** Calendar Days from the starting date specified in the Notice to Proceed.

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

3.2.8 Working Days and Hours: The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction Meeting, however the GJDS receiving hours, as identified herein, shall be adhered to.

3.2.9 Licenses and Permits: Contractor is responsible for obtaining all necessary licenses and permits required for completion of the work, at the Contractors expense. See Section 2.10. Contractor shall supply to Owner all copies of finalized permits.

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

None

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

None

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

N/A

3.2.12 Project Sign: Project signs, if any, will be furnished and installed by the Contractor.

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

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

3.2.15 INSURANCE: The City of Grand Junction, The DOE, Navarro, and the State of Colorado will be listed as additional insured on the insurance certificate.

3.2.16 PERIOD OF PERFORMANCE: The work is to be completed no later than September 28, 2018. Contractor shall provide a schedule prior to the Notice to Proceed. The schedule shall be based on daily working hours from 7:00 am to 4:00 pm (see Section 3.3.8 for GJDS receiving hours). No work will be allowed on Saturdays or Sundays. City holiday for Labor Day (September 3rd) is an additional no work day.

3.2.17 MEASUREMENT AND PAYMENT: The quantity of materials to be paid for shall be based on the weight in tons (short tons) of material loaded and hauled to the GJDS. The contractor shall designate a scale that is accurate within tolerances as prescribed by State law. The scales shall be sealed by the Measurement Standards Section of the Colorado Department of Agriculture at least once each year and each time the scale is relocated. Scales shall be operated by weighers certified by the Measurement Standards Section of the Colorado Department of Agriculture. The operator of each vehicle weighed by a certified weigher shall obtain a scale ticket (certificate of correct weight) from the weigher and deliver the tickets to the City of Grand Junction Project Manager at the end of each day. These tickets will be used to determine the weight of material to be paid for.

The scale ticket shall include the following information:

- (1) Grand Junction RRM
- (2) Date and Time Truck Weighed
- (3) Truck I.D. Number
- (4) Ticket Number
- (5) Gross Weight
- (6) Tare Weight

- (7) Net Weight
- (8) Material Type
- (9) Certified Weigher's Signature

The cost of the certified weighers, scales, scale tickets, scale house, and verifying the scale's accuracy will not be paid for separately but shall be included in the contract price for the material being weighed.

Vehicles used to haul material being paid for by weight shall be weighed empty daily and shall bear a plainly legible identification mark. The Contractor shall furnish to the City of Grand Junction Technical Monitor, in writing, a list of identification marks, number of axles, and the distance between extreme axles of each delivery vehicle to be used on the project. This information shall be furnished prior to time of delivery of the material and at any subsequent time the Contractor changes vehicles, combination vehicles, or axle length relationships.

3.3. SCOPE OF WORK:

3.3.1 GENERAL REQUIREMENTS: The Contractor shall provide all labor, materials, supervision and equipment required to load and haul RRM from City Shops to the GJDS located south of Grand Junction at mile marker 48 on US Highway 50, and shall meet the necessary requirements of the U.S. Department of Transportation (USDOT) for transport of hazardous materials at Title 49 *Code of Federal Regulations* Parts 100-185 (49 CFR 100-185). For USDOT transportation purposes, the RRM may be USDOT hazardous material in the form of Class 7 radioactive material. Determination of whether the RRM qualifies as USDOT Class 7 radioactive material is the responsibility of the Contractor. If the RRM qualifies as USDOT Class 7 radioactive material, the contractor shall meet the requirements for hauling USDOT Class 7 radioactive material found at 49 CFR 173 Subpart I. Each hauler shall have the necessary approvals from USDOT, Colorado Department of Transportation (CDOT), and the Public Utilities Commission to transport radioactive materials. All persons who transport USDOT Class 7 radioactive material shall have appropriate training as described in 49 CFR 172.700-704. Before loading RRM for transport to the GJDS, the Contractor shall clean the outside of the truck and the undercarriage and ensure that the inside of the bed is clean of all soil and debris. If the RRM qualifies as USDOT Class 7 radioactive material, placarding of the vehicles may be required for this project.

SHIPPING REQUIREMENTS

Material disposed of at the GJDS must comply with the GJDS Waste Acceptance Criteria (WAC), as follows:

- With minor exceptions, only RRM (aka uranium mill tailings), or materials contaminated with RRM as designated by the Uranium Mill Tailings Radiation Control Act of 1978, are permitted for disposal at the GJDS. The following materials are not permitted for disposal at the GJDS:
 - Hazardous waste, as defined in Title 40 *Code of Federal Regulations* Part 261 (40 CFR 261) or in corresponding State of Colorado hazardous waste regulations, whether contaminated with RRM or not.

- Polychlorinated biphenyls (PCBs), whether contaminated with RRM or not.
 - Asbestos, whether contaminated with RRM or not.
 - Hazardous chemicals, whether contaminated with RRM or not.
 - Petroleum products, whether contaminated with RRM or not.
 - Other hazardous materials specified by DOE-LM or Navarro (e.g., electronic waste, batteries, drilling fluids, or sewage), whether contaminated with RRM or not.
 - Free liquids, whether contaminated with RRM or not.
 - Intact containers (e.g., spray cans, paint cans, fuel cans, drums, etc.), whether contaminated with RRM or not.
 - Materials that are not contaminated with RRM, including excavation or demolition materials such as dirt, concrete, or construction debris (including building materials).
- The GJDS cannot receive radioactive material shipments that produce a measurable penetrating dose rate of 5 mrem/hour or greater at a distance of 1 foot from the source. All shipments of radioactive material to the GJDS must meet the maximum 5 mrem/hour acceptance criterion.
 - The maximum allowable volume of any single piece of debris that complies with the GJDS WAC is 1 cubic yard; the maximum allowable dimension for such debris shorter than the width of the truck bed of the transport vehicle.
 - Containers such as spray cans, paint cans, etc. contaminated with RRM must be empty and crushed.
 - Pipe, culvert, etc. must be split in half radially (along the long axis) and nested together for disposal.
 - When excavating and loading RRM it should contain enough moisture to prevent clouds of visible dust when unloaded at the GJDS.
 - Materials that will be disposed at the GJDS shall be inspected by the Colorado Department of Public Health and Environment (CDPHE) and a Navarro representative prior to loading into trucks to ensure compliance with the GJDS WAC.
 - The “Grand Junction Disposal Site Waste Profile and Disposal Approval” (approval form), which describes the material that will be disposed and certifies that it complies with the GJDS WAC, shall be completed and signed by CDPHE and a Navarro representative prior to shipment. The generator/shipper may also be required to sign the approval form.
 - The completed and signed approval form, as described above, must be in Navarro’s possession prior to material being disposed at the GJDS. A Navarro representative will obtain this completed form in cooperation with CDPHE prior to shipment.
 - Acceptable trucks for shipping RRM to the GJDS: Tandem/bobtails, tandem/bobtails with pups, end dumps, and side dumps. Absolutely no belly dumps will be allowed. The generator/shipper’s transport contractor shall ensure the transport trucks are maintained in good operating order per the manufactures specifications, to include tailgates, beds, and be free of oil, hydraulic, and fuel leaks. At the discretion of Navarro GJDS personnel, trucks with excessive fluid leaks or mechanical defects may not be allowed to unload and will be returned to their point of origin.
 - The release of radioactive material from the truck bed or tailgate, including windblown dust/debris from the top of the bed shall be prevented during transport (e.g. diapering, gaskets, tarps, etc.).

- If a truck breaks down in the contamination area, special arrangements must be made between the Contractor and Navarro to repair the truck or pull the truck out of the contamination area, which could take considerable time to arrange.
- DOE-LM and Navarro reserve the right to refuse any transport vehicles or materials that do not meet the requirements of the GJDS WAC, USDOT hazardous material regulations, or CDOT regulations, either prior to shipment or when a shipment arrives at the GJDS.
- Trucks must not exceed DOT legal vehicle dimensions and weight limits. At the discretion of GJDS personnel, overweight trucks may not be allowed to unload and will be returned to their point of origin. The transporter shall provide Navarro GJDS staff with a copy of the weight ticket of each load of radioactive material upon arrival at the GJDS.

3.3.2 LOADING RRM: Transport trucks with tailgates, prior to being loaded with RRM, must be lined with a minimum single sheet of 6-mil polyethylene plastic overlapping a minimum of 4-feet on the dump bed bottom and 2-feet on the top of the dump bed's tailgate and sides. After the truck is loaded, the liner shall be tucked inside of the bed. Other methods for sealing and transporting RRM within the truck bed, such as commercially available burrito bags may be approved and/or required depending on the condition and type of the material on case by case basis. Transport trucks must be tightly covered/tarped and the tailgate bed locks properly adjusted to the manufacturer's specifications and tightly locked (1/4-inch gap between the tailgate and bed) during transport to prevent the release of RRM in route and prior to unloading while at the GJDS.

All RRM, visible dirt and other debris on the outside of the vehicle shall be removed prior to leaving the City Shops loading site.

3.3.3 EMERGENCY SPILL RESPONSE PLAN: The contractor must have an emergency response plan for hauling RRM. This plan shall be provided to the City Project Manager prior to commencement of the work. Copies of this plan shall be kept with the shipping papers in hauling trucks. This spill response plan must indicate the contractor's plan to respond to any spill of RRM. The plan shall include, but not be limited to, the duties of the truck driver based on the severity of the incident and equipment necessary to clean the spill. The plan shall be part of the training for the project.

3.3.4 PREPARATION FOR SHIPMENT: The contractor is responsible for assuring shipments of RRM meet any applicable USDOT radioactive material shipping requirements, including packaging, marking, labeling, shipping papers, and placarding in accordance with 49 CFR Parts 100-185. If RRM qualifies as USDOT Class 7 radioactive material, the transport contractor is required to provide the Navarro GJDS personnel with a copy of the pertinent USDOT hazardous material shipping papers for each load.

3.3.5 HAUL ROUTE: Prior to transporting RRM, the Contractor shall submit a haul route map to the City's Project Manager, indicating the roads and highways used from the City Shops, to the designated scales, to the GJDS, and then return to the City Shops.

3.3.6 TRAFFIC CONTROL & SIGNAGE: The Contractor shall furnish, install and remove two "TRUCK CROSSING" signs; one for south bound and one for north bound traffic on each side of the GJDS access road on US Highway 50. These signs and their placement shall be in accordance with the MUTCD latest edition. These signs will be considered incidental to the work and will not be paid for separately.

The Contractor's shipment schedule is subject to DOE and Navarro scheduling factors, such as staff availability, weather, and budget considerations.

RECEIVING REQUIREMENTS

3.3.7 LIMIT OF LOADS PER DAY: In order to staff and coordinate the activities at the disposal site, Navarro has limited the number of loads that the contractor may haul to the disposal site. Therefore, end dump trucks will be limited to 12 to 15 trucks per day; tandem/bobtails, tandem/bobtails with pups will be limited to 15 to 18 trucks per day; and side dump trucks will be limited to 18 to 20 trucks per day. To ensure the maximum number of trucks is used, the generator/shipper and their transport contractor shall contact the CDPHE UMTRA Manager, Michael Crosby at (970) 248-7171, and report the type of transport truck or trucks to be used for the haul to the GJDS.

3.3.8 RECEIVING HOURS: Navarro will receive trucks transporting the RRM at the GJDS on the scheduled dates agreed to by all parties. RRM will be accepted between the hours of 8:00 a.m. and 3:00 p.m. Trucks will not be received before 8:00 a.m. and processed after 3:00 p.m. unless special arrangements are made.

3.3.9 SITE BRIEFING: A GJDS Initial Site Briefing is mandatory for all truck drivers. The briefing will include hazard communication for site hazards, a review of the Job Safety Analysis, a review of the radiological work permit, and orientation and training for the unloading and release process and procedure. The City of Grand Junction shall arrange with the DOE's prime contractor, Navarro, through CDPHE, for all drivers to come to the site at the same time for the Initial Site Briefing prior to the start of the transport. Assume approximately one and one-half (1.5) hours at the GJDS for the briefing.

When a truck arrives at the GJDS, it will stop at the disposal cell's truck entry point. The driver will exit the truck, receive a daily hazard communication briefing of any changes in site conditions, and sign in and fill out the site logbook and Daily Safety Meeting Attendance Training Roster. The driver will wait for permission from GJDS personnel to drive the truck into the disposal cell's contamination area to unload the truck. When permission is received, the driver will proceed as directed, keeping the windows closed at all times when in the disposal cell's contamination area. No eating, drinking, chewing, or smoking is permitted in the truck while in the disposal cell's contamination area. The driver must not exit the truck at any time while in the disposal cell's contamination area. The driver will be given permission to exit the truck when GJDS personnel have completed the release of the truck (see below).

3.3.10 UNRESTRICTED RELEASE: The DOE-LM requirements of 10 CFR 835.1101 (b) and (c), require an unrestricted release of all trucks and equipment leaving the GJDS

disposal cell. Weather and the initial cleanliness of the truck will affect the time required to perform an unrestricted release. Trucks and the beds should be clean of all material prior to loading RRM at the City's site. In addition, while loading the RRM at the City's site, the transport contractor should be cautious not to spread contamination to the inside of the truck's cab.

An unrestricted release requires a comprehensive truck decontamination and radiological survey after material has been unloaded, including a thorough high-pressure exterior wash of the entire truck and inside the truck bed. When the truck is clean, the entire truck including the bed and inside of the cab will be scanned for radiological contamination by Navarro GJDS personnel. If radiological contamination is detected inside the cab of the truck at the GJDS, the cab will require decontamination, which will require additional time to accomplish. The number of loads being processed by Navarro personnel at the GJDS will also affect the time required to complete an unrestricted release.

3.3.11 OTHER REQUIREMENTS: The transport contractor shall ensure the transport trucks are in good working condition and well maintained – (1) are maintained in good operation condition in accordance with the manufacturer's specifications, including tailgates and truck beds, and (2) are free of oil, hydraulic, and fuel leaks. At the discretion of Navarro GJDS staff, trucks with fluid leaks or mechanical defects can be prohibited from unloading and can be required to leave the GJDS.

The transport contractor drivers shall not transport any untrained personnel in the trucks while at the GJDS.

DOE-LM and Navarro will not incur any costs or liability for delays, loss of use of a truck, or damage resulting from operations at the disposal site and generator/shipper's transport contractor's drivers shall not transport any untrained personnel in the trucks while at the GJDS.

No domestic animals, minors (persons under age 18), firearms, explosives, alcoholic beverages, or illegal substances by federal law shall be brought to the site under any circumstances.

3.4 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available	June 22, 2018
Mandatory Pre-Bid Meeting	June 29, 2018
Inquiry deadline, no questions after this date	July 6, 2018
Addendum Posted	July 9, 2018
Submittal deadline for proposals	July 12, 2018
Notice of Award & Contract execution	July 13, 2018
Bonding & Insurance Cert due	July 17, 2018
Preconstruction meeting	July 17, 2018
Work begins (after mandatory training)	July 19, 2018
Final Completion	September 28, 2018
Holidays:	Labor Day September 3, 2018

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4544-18-DH "2018 Load and Haul Residual Radioactive Material"

Bidding Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

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

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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

State number of Addenda received: _____.

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

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

Company: _____

Authorized Signature: _____

Bid Schedule: 2018 Load and Haul Residual Radioactive Material

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	SP	Load and Haul RRM	5,500.	Ton	\$ _____	\$ _____
Bid Amount:						\$ _____

Bid Amount: _____ **dollars**

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

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

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

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



Purchasing Division

ADDENDUM NO. 1

DATE: June 27, 2018
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2018 Load and Haul Residual Radioactive Material IFB-4544-18-DH

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

Please make note of the following clarifications:

1. Q. I was curious as to who has done this sort of hauling in the past years for the City of Grand Junction? My understanding is that it is an ongoing process and that a limited amount of import can be taken in each year at GJDS. Also, what did bids for this kind of work come in at in years past? Is there somewhere I could access those numbers?

A. This project was last bid out in 2013, and is only performed about every 4 years or so. Please see attached 2013 bid tabulation.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a white background.

Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



Bid Opening

Solicitation Title: 2013 Load & Haul Residual Radioactive Material

Buyer Name: Scott Hockins

Solicitation Number: IFB-3689-13-SDH

Opening Date: 6/4/13

Company	Acknowledged Addenda	Signature Page	Bid Bond	Pre-Qualification	Pre-Bid Attendance	Amount
MA CONCRETE CONST.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 51,925.00
ACCURATE CONST	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 55,125.00
REAMS CONST	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 125,455.00
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Apparent Low Bidder:

Engineer's Estimate:

Amount:

Scheduled Council Approval:



Purchasing Division

ADDENDUM NO. 2

DATE: July 9, 2018
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: 2018 Load and Haul Residual Radioactive Material IFB-4544-18-DH

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

Please make note of the following clarifications:

1. Q. While the management of uranium mill tailings have typically gotten a free pass from any contractor radioactive materials licensing requirements, based on the (radio)activity levels found in the stockpiled materials it seems that it is only prudent that a licensed contractor manage the packaging/loading and monitoring of radiation safety for workers and contractors at the site. Most of the material is dry and could become airborne, presenting an inhalation threat. Some of the material is at just 20 μ R/hr, however, some of the material is over 200 μ R/hr. It also makes sense that dosimetry should be worn by workers during the loading process, proper manifests (NRC-540 Forms) should be completed and truck surveys should be documented prior to transport to final disposal. It was very clear that Navarro is well prepared at the disposal facility and driver training is scheduled but if the driver stays in the truck, the greater risk is during the loading process. Has the City confirmed with the radiation control folks in Denver, James Grice or Jennifer Opila, that a licensed contractor should not be required for this job? Local trucking can still be used for the project under the oversight of a rad licensed contractor, however, a licensed contractor could add value in ensuring site and transport safety and compliance.

A. This UMTRA material does not meet the requirements for licensed hauling. No worker dosimeters are required at these levels, however, it is up to the contractor if they wish to place dosimeters on their workers as an extra precaution. The loads are required to be tarped. If the trailers are not leak-free, they must be lined, however, if all openings are tight, this is not required. Manifests and placarding are not required. Any other required paperwork in the cab is the contractors responsibility to acquire and maintain. Adequate dampening of the UMTRA material is required to keep the material from being windblown during activities. A water tap will be supplied by the city. Workers should not be breathing any windblown material and should brush any residue off their clothing before leaving the site. They should not be eating, chewing or smoking in the area of tailings and wash their hands before leaving. No free liquids are to be transported. Although UMTRA does not fall under their purview, the Radiation unit in Denver is aware of these activities. If the bidder chooses to use a radiation licensed contractor, it is at their discretion, it is not a requirement.

2. Q. Will the clarifier floor be required to be cleaned at the conclusion of the loading project and, if so, to what degree? Will a final rad survey be required?

A. The base of the clarifier should be scraped but not broomed. Caution should be taken to not damage the interior walls or floor.

3. Q. Can the designated disposal facility take all material regardless of form? There was a lot of brick, concrete, and rebar along with other miscellaneous debris in addition to the large volume of soils.

A. The Grand Junction Disposal Facility (Cheney) can accept brick, concrete and pipe as long as it meets the dimensional requirements. These are: not to exceed 3 feet in any dimension by 1 cubic yard total volume, per piece.

Navarro - from the "Waste Acceptance Criteria for the Grand Junction, Colorado, Disposal Site, 2014 LMS/GRJ/S11470-0.1"

Acceptable radioactive waste may be disposed of at the GJDS in many physical forms, such as environmental media (e.g., dirt, rocks, vegetation), construction materials (concrete, metal, wood), building debris, equipment, personal protective equipment (such as used safety clothing), miscellaneous trash, or other materials.

- Acceptable radioactive waste must be sized or configured as follows to qualify for disposal at the GJDS:
- The maximum volume of any piece of material must not exceed 1 cubic yard.
- The maximum dimension of any piece of material (e.g., pipe, wood, concrete) must be shorter than the width of the bed of the transport vehicle.
- Pipe, culvert, and similar materials that cannot be adequately crushed must be split in half radially (along the long axis) and nested together.
- Any containers included in acceptable radioactive waste (spray cans, paint cans, etc.) must be empty and crushed prior to transportation to the GJDS.

4. Q. Are there any noise ordinance considerations in the loading process?

A. Due to the location of the loading site (City Shops), loading operations could begin as early as 7am. Earlier loading hours may also be possible with prior approval.

5. Q. Assuming that the winning bidder conforms to the designated hours of operation of the landfill, what is the approximately turnaround time at the landfill? How many trucks can they offload in a day?

A. Navarro - The contractor will receive trucks transporting radioactive material to the GJDS on the scheduled dates previously agreed to by all parties. Radioactive material will be accepted between the hours of 8:00 a.m. and 3:00 p.m. Trucks will not be received before 8:00 a.m. or processed after 3:00 p.m. unless special arrangements are made.

Re: Number of Trucks

The number of waste transport trucks that the GJDS can receive daily varies. This is partly because of the different amounts of time required to decontaminate each type of truck. Therefore, the number of end dump trucks received at the GJDS will be limited to 12 to 15 trucks per day; tandem dump trucks and tandem dump trucks with pup trailers will be limited to 15 to 18 trucks per day; and side dump trucks will be limited to 18 to 20 trucks per day

6. Q. Will Navarro be doing final (rad) release surveys of the trucks used on the project or will that fall to the winning bidder? (This may be a CDPHE question). Similarly, assuming the loader/excavator/heavy equipment is rented or will be brought to the site and later removed from the site, who will be responsible for free releasing the heavy equipment after the project is complete?

A. CDPHE will scan and release any and all equipment used at the clarifier. Extra caution should be exercised to **not** contaminate the truck loading area. If contamination of the truck loading area (or inadvertently any other area) occurs, it is the responsibility of the contractor to clean it up.

Navarro - After a truck has unloaded radioactive material in the disposal cell, the truck must undergo decontamination for an unrestricted release in accordance with LM requirements and 10 CFR 835.1101(b) and (c) before leaving the GJDS. A decontamination and unrestricted release consists of a thorough high-pressure wash of the truck exterior and the interior of the truck bed. When the truck is decontaminated, the truck, including the bed and inside of the cab, will be surveyed for radiological contamination by GJDS staff. The time required to accomplish an unrestricted release depends on the amount of contamination present on the inside and outside of the truck, the initial cleanliness of the truck, and the number of loads being processed.

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

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado

4. Contractor's Bid Form

Bid Date: 7-12-18

Project: IFB-4544-18-DH "2018 Load and Haul Residual Radioactive Material"

Bidding Company: MA CONCRETE CONST INC

Name of Authorized Agent: JEFF NIMON

Email: MACONCRETE@NIMONCBRANSON.NET

Telephone: 970-243-3221 Address: RD 1929

City: GJ State: CO Zip: 81505

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

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

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

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

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

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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

State number of Addenda received: 2

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

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

Company: MA CONCRETE CONST INC

Authorized Signature: Jeff Nimon

Bid Schedule: 2018 Load and Haul Residual Radioactive Material

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	SP	Load and Haul RRM	5,500.	Ton	\$ <u>13⁵⁰</u>	\$ <u>74,250⁰⁰</u>
Bid Amount:						\$ <u>74,250⁰⁰</u>

Bid Amount: SEVENTY FOUR THOUSAND TWO HUNDRED FIFTY ⁵⁰/₁₀₀ dollars

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

<u>Name & address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
None		

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

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
M.A. Concrete Construction, Inc. _____, a _____ Corporation
organized under the laws of the State of _____ CO _____, hereinafter
referred to as the "Contractor" and Western Surety Company
_____, a corporation organized under the laws of the State of _____ SD _____
_____, 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
Seventy Four Thousand Two Hundred Fifty Dollars and 00/100
_____ dollars (\$ 74,250.00 _____), 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 _____ day of _____,
_____, 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 2018 Load and Haul Residual Radioactive Material IFB-4544-18-DH
_____ (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
3. 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 _____ day of _____, _____.

CONTRACTOR: M.A. Concrete Construction, Inc.

By: Mat [Signature]

Title: PPS

ATTEST: Donna [Signature]
Secretary

SURETY: Western Surety Company

By: Tina Marie Post

Title: Tina Marie Post Attorney-in-Fact

(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.)

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, M.A. Concrete Construction, Inc. (an individual,
 a partnership, X a corporation incorporated in the State of CO) as Principal,
and Western Surety Company (incorporated in the
State of SD) as Surety, are held and firmly bound unto the City of Grand
Junction, Colorado, (hereinafter called "City") in the penal sum of Five Percent of Amount Bid
 dollars (\$ 5%), lawful money of the United States, for the
payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has
submitted the accompanying Bid dated July 12, 2018 for construction of 2018 Load
and Haul Residual Radioactive Material - IFB-4544-18-DH
 (the Project) for the City and

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit
with the City either a cashier's check or a certified check equivalent to not less than five percent of
the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in
event of a failure to execute the proposed Contract for such construction and to provide the required
Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the
Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as a penalty
for the Principal's failure to perform.

NOW, THEREFORE, if the Principal shall, within the period specified therefore, on the attached
prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in
accordance with said Bid as accepted, and give Performance and Payment Bonds with good and
sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the
faithful performance and the proper fulfillment of said Contract, provide Certificates of Insurance
as required by said Contract, and provide all other information and documentation required by the
Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full
force and effect. In the event suit is brought upon this bond by the City and the City prevails, the
principal and surety shall pay all costs incurred by the City in such suit, including reasonable
attorneys' fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Dated this 12th day of July, 2018.

Principal: M.A. Concrete Construction, Inc.

Address: 2323 River Road

Grand Junction, CO 81505

Signed: By: MARTIN AZURARREN

Title: VP of ops

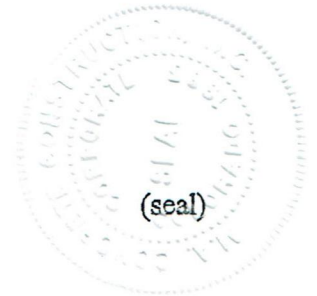
Surety: Western Surety Company

Address: 151 N. Franklin Street

Chicago, IL 60606

Signed: By: Tina Marie Post

Title: Tina Marie Post Attorney-in-Fact



INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power-of-attorney for the Surety's agent.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jody L Anderson, Evan E Moody, Karen A Feggstad, Tina Marie Post, Bradley J Moody, David Dondlinger, Individually

of Denver, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of June, 2017.



WESTERN SURETY COMPANY

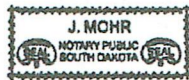
Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 8th day of June, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of July, 2018



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2018

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moody-Valley Insurance Agency 760 Horizon Drive, Suite 302 Grand Junction CO 81506	CONTACT NAME: Tina Post	
	PHONE (A/C, No, Ext): (970) 248-8300 FAX (A/C, No): (970) 242-1894 E-MAIL ADDRESS: tina.post@moodyins.com	
INSURED M. A. Concrete Construction, Inc. P. O. Box 1968 Grand Junction CO 81502	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: BITCO General Insurance Corporation	20095
	INSURER B: BITCO National Insurance Company	20109
	INSURER C: Continental Insurance Company	35289
	INSURER D: Pinnacol Assurance	41190
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 17/18 Client Portal 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 SUBR INSD 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		CLP3661756	12/1/2017	12/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAP3661757	12/1/2017	12/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CUP2813338	12/1/2017	12/1/2018	EACH OCCURRENCE \$ 3,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		FFX6045636010 XS over Umb	12/1/2017	12/1/2018	AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	4195192	9/1/2017	9/1/2018	<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)
Bid Bond: 2018 Load and Haul Residual Radioactive Material - IFB-4544-18-DH

CITY OF GRAND JUNCTION 250 N 5th St 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 Tina Post/TINPOS