



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this **28th day of November, 2022** 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 **Apeiron Utility Construction, LLC** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Contract for Hydro Excavation Services RFP-5132-22-DD**.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- The body of this contract agreement
- Solicitation Documents for the Project; **Contract for Hydro Excavation Services**
- Contractor's Response to Solicitation
- Notice of Award
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

## ARTICLE 2

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

## ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document. Period of Performance: January 1, 2023 through December 31, 2023.

## 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, as per the Contractor's submitted Fee Proposal/Rate Sheet. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as

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

ARTICLE 6

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

ARTICLE 7

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

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

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr. 12/7/2022  
Duane Hoff, Jr. Contracts Administrator Date

**Apeiron Utility Construction, LLC**

DocuSigned by:  
By: Annette Silver 12/2/2022  
Annette Silver - Controller Date  
Apeiron Utility Construction, LLC



## Request for Proposal RFP-5132-22-DD

# Contract for Hydro Excavation Services

### **RESPONSES DUE:**

November 15, 2022, prior to 2:00 PM

***Accepting Electronic Responses Only***

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

**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

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

**[NOTE: All City solicitation openings will continue to be held virtually.](#)**

### **PURCHASING REPRESENTATIVE:**

Dolly Daniels, Senior Buyer

**[dollyd@gjcity.org](mailto:dollyd@gjcity.org)**

970-256-4048

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

# **REQUEST FOR PROPOSAL**

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## REQUEST FOR PROPOSAL

### **SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

**NOTE:** It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/services being solicited.

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

Dolly Daniels, Senior Buyer  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide hydro excavation services to the City of Grand Junction on an "as needed" basis.
- 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 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (TBD***[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)***). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals.*** (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "**Electronic Vendor Registration Guide**" at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (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**).

Contract for Hydro Excavating Services RFP-5132-22-DD  
Nov 15, 2022, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/491519317>

You can also dial in using your phone.

Access Code:

491-519-317

United States:

[+1 \(646\) 749-3122](tel:+16467493122)

Join from a video-conferencing room or system.

Meeting ID:

491-519-317

Dial in or type:

67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly:

491519317@67.217.95.2 or 67.217.95.2##491519317

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- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.9 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their

own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.

- 1.11 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.12 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.14 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.



- 1.16 Public Opening:** Proposals shall be opened in a virtual meeting immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Firm 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 Firm performs any services 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.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services 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 they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of services performed and

materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

- 2.6. Protection of Persons & Property:** The Firm 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. Firm 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 Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.
- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services 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.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals 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. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. 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 at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational

qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2.20.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.20.3. 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.

**2.21. 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 worker without authorization services 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).

**2.22. Ethics:** The Offeror 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.

**2.23. Failure to Deliver:** In the event of failure of the Offeror 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 Offeror 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.

**2.24. 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.

**2.25. Force Majeure:** The Offeror 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 Offeror, unless otherwise specified in the contract.

**2.26. Indemnification:** Offeror 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 Offeror, or of any Offeror's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

**2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm 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 Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes,

federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. 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.
- 2.31. Patents/Copyrights:** The Offeror 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 Offeror 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 RFP.
- 2.32. Venue:** Any agreement as a result of responding to this RFP 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.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.34. 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.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal 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 proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the

Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our 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 Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.43. Definitions:**
- 2.43.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.43.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study

and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.

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

**2.44. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

### SECTION 3.0: INSURANCE REQUIREMENTS

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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

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

(b) General Liability insurance with minimum combined single limits of:

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

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

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

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

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

THREE MILLION DOLLARS (\$3,000,000) per claim

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

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

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

## SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

### 4.1. General:

The City of Grand Junction desires to enter into an annual contract with a hydro excavation contractor to provide all related services as required on an "as needed" basis.

### 4.2. Special Conditions/Provisions:

**4.2.1 Price/Fees:** Project pricing shall be all inclusive, to include, but not be limited to: labor, materials, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, etc.

Provide a complete list of all potential costs with associated services, as may be related to hydro excavation, backfilling test holes, surface patching, and associated traffic control. The list should be broken down into both hourly rates and flat rate fees as may apply.

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.

All fees will be considered by the Owner to be negotiable.



**4.2.2 Mill Tailings:** Contractor shall provide rates/fees to transport excavated mill tailings from the project site to the temporary mill tailings holding site located at 333 West Avenue, if applicable.

**4.3. Specifications/Scope of Services:** Firm shall provide all services related to hydro excavation on an “as needed” basis to include but not be limited to: pot holing, utility identification (size, type, depth), surficial concrete/asphalt thickness, backfilling, surface patching, traffic control, phasing of projects-as needed, etc.

**4.4. RFP Tentative Time Schedule:**

• Request for Proposal available:	October 14, 2022
• Inquiry deadline, no questions after this date:	November 4, 2022
• Addendum Posted:	November 8, 2022
• Submittal deadline for proposals:	November 15, 2022
• Owner evaluation of proposals:	November 15-18, 2022
• Interviews (if necessary)	December 1-2, 2022
• Final selection:	December 7, 2022
• Contract execution:	December 14, 2022
• Effective Contract start date:	January 1, 2023
• Holidays	
- Veterans Day	November 11, 2022
- Thanksgiving	November 24/25, 2022
- Christmas Observed	December 26, 2022

**4.5. Questions Regarding Scope of Services:**

Dolly Daniels, Senior Buyer  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** *Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)).* *This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A** to **G**:

**A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify

individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation, the Firm agrees to all requirements herein.

- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP given the project budget. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Fee Proposal:** Provide a complete list of all potential costs with associated services, as may be related to hydro excavation, backfilling test holes, surface patching, and associated traffic control. The list should be broken down into both hourly rates and flat rate fees as may apply.
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience/Required Skills
- Necessary resources

- Strategy & Implementation Plan
- References
- Fees

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top-rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner reserves the right to invite the most qualified rated proposer(s) to participate in oral interviews, if needed.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.
-

**SECTION 7.0: SOLICITATION RESPONSE FORM**  
**RFP-5132-22-DD Contract for Hydro Excavation Services**

*Offeror must submit entire Form completed, dated and signed.*

**NOTE: A complete list of all potential costs with associated services shall be included as required in Section 5.0, paragraph E.**

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*The Owner reserves the right to accept any portion of the services to be performed at its discretion*  
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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies 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. The Owner reserves the right to consider any such discounts when determining the bid award that are no less than Net 10 days.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: \_\_\_\_\_

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

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date



Purchasing Division

## ADDENDUM NO. 1

**DATE:** November 8, 2022  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** RFP-5132-22-DD Hydro Excavation Services

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

Please make note of the following clarifications:

1. **Question:** Section 4.2.2 addresses the disposal of mill tailings. In the interest of providing accurate pricing, what is the City's procedure relating to the identification and disposal of mill tailings?

**Answer:** The City of Grand Junction works closely with the Colorado Department of Public Health & Environment (CDPHE) to identify uranium mill tailings and will notify the Contractor should mill tailings are anticipated on a certain project. The City also maintains radiological detection instruments to check potentially contaminated areas.

The Contractor is required to notify the City if they encounter soils of unusual coloration, smell, or other abnormal conditions during excavation. The City and/or CDPHE will provide site inspection and determine proper disposal methods needed. Transporting of contaminated soils shall be performed in accordance with Section 202.07 of the Standard Specifications for Road & Bridge Construction for the City of Grand Junction.

2. **Question:** Will the City be providing a bid tabulation page for the fee proposal?

**Answer:** The fee proposal shall include a list of rates as described in Section 5.0(E) of the IFB. No separate bid tabulation page will be provided by the City as part of the solicitation process.

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 blue ink that reads "Sally Daniels". The signature is written in a cursive style.

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado



**NOTICE OF AWARD**

Date: November 28, 2022  
Company: Apeiron Utility Construction, LLC  
Project: Contract for Hydro Excavation Services RFP-5132-22-DD

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You have been awarded the City of Grand Junction for the Contract for Hydro Excavation Services RFP-5132-22-DD.

Please notify Ken Haley, City of Grand Junction Engineering Manager at 970-244-1543 or [kennethh@gjcity.org](mailto:kennethh@gjcity.org) for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Payment & Performance Bonds, and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
Duane Hoff Jr.  
Duane Hoff, Jr. Contracts Administrator

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Apeiron Utility Construction, LLC  
By: Annette Silver  
0DB3EC87CF1C4BA...  
Title: Controller  
Date: 12/2/2022



**APEIRON UTILITY CONSTRUCTION**  
**526 PERKINS COURT**  
**GRAND JUNCTION, CO 81504**  
(970) 257-7400

November 15, 2022

Dolly Daniels  
City of Grand Junction  
333 West Ave  
Grand Junction, CO 81501

Re: Contract for Hydro Excavation Services

Dear Ms. Daniels,

Thank you for the opportunity to bid this contract.

It is Apeiron's goal to provide the safest, most innovative, highest quality services for the City of Grand Junction.

We are a full-service contractor specializing in aerial, underground, cable pulling, as well as fiber optic, coax, and copper splicing. We take pride in completing projects safely, ahead of schedule, on budget, and to specification. Our employees live here, work here, and play here. We see and use the products we build for our customers every day and take pride in our craftsmanship for our families to see and enjoy the benefits.

In addition to holding this annual hydro excavation contract with the city for the past four years, Apeiron has 18 years' experience working directly with most service providers in this region including Charter Communications, Grand Valley Power, Gunnison County Electric Association, City of Grand Junction, Mesa County IMD, The Town of Ophir, CDOT, CenturyLink, Delta Montrose Electric Association, Xcel Energy and many more. Our management and Key Employees have over 190 years combined experience in this industry.

With Traffic Control Specialists, LLC and Western Slope Aggregate Supply, LLC as our sister companies, we can provide and manage our traffic control and backfill services with our standard of excellence and morals. It also enables us to provide a more comprehensive composite bid, lowering our customers overall construction costs.

We look forward to the opportunity to continue our work with the City of Grand Junction. Please feel free to contact me at any time should you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Tyler Hardwick".

Tyler Hardwick  
Project Manager  
Apeiron Utility Construction  
Office: 970-257-7400 / Cell: 719-749-8125  
tylerh@auc.bz



## Experience Record

- For the last 16 years Apeiron has held the Master Service Agreement with Charter Communications for the western half of Colorado, Eastern Utah, and Southern Wyoming.
- Over the past 16 years we have constructed an average of 100 - 150 plant miles of maintenance for our customer base annually. Over and above that, we have completed many large-scale builds including;
  - City of Grand Junction, "As Needed" Hydro Excavation Contractor (2018-2022)  
Provided accurate estimates and completed hydro excavation services for various PEs on multiple City of Grand Junction Projects.
  - Charter Communications, Paonia, Rangely (2020)  
Fiber infrastructure upgrade and extension along with comprehensive equipment and facility upgrade. 32 miles of fiber interconnect and 33 miles of plant rebuild.
  - City of Grand Junction, Fire Station #6 (2020)  
Fiber interconnect and complete infrastructure resplice.
  - Verizon, American Tower, Heavenly Ski Resort, Nevada (2020)  
7 Miles
  - Frontier Communications – Navajo Nation – Connect America Fund – Arizona and New Mexico (2020) 120 miles
  - Vyve Broadband, Fort Riley, Kansas (2018)  
20-mile Verizon Microcell 5G project
  - Charter Communications, Meeker Rebuild (2017)  
Fiber infrastructure upgrade and extension along with comprehensive equipment and facility upgrade. 18 miles
  - Town of Ophir, FTTH (2018)  
Assisted Town with grant process, engineering, and construction of the first phase of their FTTH facilities
  - Charter Communications, Durango West Rebuild (2016)  
Fiber infrastructure upgrade and extension along with comprehensive equipment and facility upgrade. 18 Miles
  - Colorado Mesa University, Campus Extensions (Multiple)  
Complete new fiber optic and copper infrastructure upgrade and extension to include procurement, placement, splicing and testing
  - Unite, Mesa County School District 51 FTTP Project (2014)  
New fiber optic infrastructure placement and splicing to all District 51 schools and administrative buildings. 60 Miles
  - Bresnan Communications, Butte & Anaconda, Montana School District (2006)  
FTTP Project. New fiber optic infrastructure placement and splicing to all schools and administrative buildings. 25 miles
  - Bresnan Communications, Mesa County School District 51 FTTP Project (2005) New fiber optic infrastructure placement and splicing to all District 51 schools and administrative buildings. 60 miles

## Strategy and Implementation Plan

Having held this contract for the past four years, Apeiron Utility Construction is familiar with the needs of the city's project engineers when they determine that hydro excavation services are required. Additionally, we are already properly equipped to complete these requests as needed with appropriate staffing and five hydro excavation units in different configurations to be able to respond to any hydro excavation request in a reasonable time frame. Our procedure is as follows:

- The city's project engineer reaches out to request an estimate for the service and provides a sketch of the potholes that are needed
- An Apeiron project manager pre-surveys the requested potholes and creates an all-inclusive estimate that is then sent to the project engineer for budgeting and approval
- Upon approval, locates are called in, any required permits are applied for, and a crew is scheduled to begin work within three weeks.
- Communication is key. As the project begins, the PE is notified of approximate timelines for scheduling surveyors if required. Any potential change orders to the original estimate are communicated for approval ahead of time.
- Documentation is provided to the PE per their request. This includes spreadsheets and/or physical markings with marking paint or laths detailing facility types, sizes, and depths.
- If surveying is required before backfilling the potholes, the holes are covered securely and safely using steel plates and cones until such a time as the surveyors are able to complete their work.
- When ready, the holes are backfilled per the city's permit requirements with either class 6 material or flowable fill.
- Once all work has been completed and inspected by an Apeiron project manager, invoicing is compiled and sent to the PE for approval.
- All records are filed and maintained internally in the event that any questions or concerns come up at a later date.

Due to Apeiron having regularly worked for almost every facility owner in the Grand Valley for the past 18 years, we are uniquely suited to streamline the process of identifying utilities: If we were not the company who placed the facility ourselves, we have a good reputation and contacts with the various facility owners to help remove roadblocks.

## Contract References

Tom Lanum  
City of Grand Junction  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 314-5200

Greg Scott  
City of Grand Junction  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 244-1597

Cliff Schroder  
City of Grand Junction  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 201-4139

Lee Cooper  
City of Grand Junction  
250 N 5<sup>th</sup> Street  
Grand Junction, CO 81501  
(970) 201-4139

Tillmon McSchooler  
Xcel Energy  
2538 Blichmann Ave  
Grand Junction, CO 81505  
(970) 244-2695

Bill Barlow  
Grand Valley Rural Power  
845 22 Road  
P.O. Box 190  
Grand Junction, CO 81502  
(970) 242-0040

Scott Wright  
Charter Communications  
2502 Foresight Circle  
Grand Junction, Colorado 81505  
(970) 986-1211

Chris Johnson  
CenturyLink  
2524 Blichmann Avenue  
Grand Junction, CO 81505  
(970) 244-4311



## **Fee Proposal**

### Hourly Rates:

- Crew time including vac unit and equipment necessary to complete project: \$320 / hr.
- Transporting mill tailings to temporary holding site: \$320 / hr.

### Flat Rate Fees:

- Traffic Control Plan for permit: \$120 each
- Traffic Control for Shoulder Work including all necessary equipment and people: \$975 per day
- Traffic Control for Flagging Operations including all necessary equipment and people: \$1675 per day
- Flowable fill material for backfill if necessary: Material cost +10%

## **Safety and Safety Goals**

It is the policy of Apeiron Utility Construction that the safety of its employees and the public are of chief importance. The prevention of accidents and injuries takes precedence over expedience. In the conduct of our business, every attempt is made to prevent any incident from occurring. Apeiron Utility Construction requires that its employees, as a condition of employment, comply with company drug and alcohol policy and all applicable safety regulations as listed in the organization's safety manual.

Andy Erickson is the designated safety manager for Apeiron Utility Construction and the primary contact for safety-related matters. Apeiron takes safety seriously and strives to improve and educate its employees with continuing education.

Our goal is to maintain zero injuries or incidences. The plan to achieve this goal includes:

- New hire safety orientation training
- Daily Job Site Safety Analysis (JSSA) or Foreman Huddles
- Bi-weekly site safety meetings
- Bi-weekly company safety meetings
- Adherence to the company's safety rules and safe work practices
- Near Miss prevention and review
- We integrate safety into the day-to-day activities of all employees "Be your Brother's Keeper" & "Everyone Goes Home Safe"
- Identify unsafe conditions and practices and implement remedies to prevent incidences
- Provide employees with continued training so they recognize and are aware of potential hazards