



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 24th day of March, 2023 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 Allied Waste Transportation DBA Republic Services 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 Roll Off Containers with Drivers for City Spring Cleanup Program IFB-5191-23-KH.

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. Negotiated Terms and Conditions/Scope of Work etc.
- c. Solicitation Documents for the Project; Roll Off Containers with Drivers for City Spring Cleanup Program;
- d. Notice of Award

- e. Contractors Response to the Solicitation
- f. Work Change Requests (directing that changed work be performed);
- g. Field Orders
- h. 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 per haul unit price of **One Hundred Ninety and 00/100 Dollars (\$190.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners 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 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

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, CO

DocuSigned by:
Duane Hoff Jr.
By: _____ 3/29/2023
9E789E7D50E14BC _____
Duane Hoff Jr., Contract Administrator Date

Allied Waste Transportation DBA Republic Services

DocuSigned by:
Steve Derus
By: _____ 3/24/2023
A0C778E70D30403... _____
Steve Derus Date

General Manager



NOTICE OF AWARD

Date: March 24, 2023
Company: Allied Waste Transportation DBA Republic Services
Project: Roll Off Containers with Drivers for City Spring Cleanup Program IFB-5191-23-KH

You have been awarded the City of Grand Junction Dump Truck Rentals with Drivers for City Spring Cleanup Program IFB-5190-23-KH for the per haul unit price of **One Hundred Ninety and 00/100 Dollars (\$190.00).**

Please notify John Somerlot, City of Grand Junction Streets Supervisor 970-244-1571 for schedule and return to the City Purchasing Division an acknowledged copy of this Notice of Award, and Certificate of Insurance.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.
9F789E7D60F448C...
Duane Hoff Jr., Contract Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Allied waste Transportation, LLC dba Republic Services
By: DocuSigned by: *Steve Denu*
ADC776E79D30403...
Title: General Manager
Date: 3/24/2023

Re: City of Grand Junction (“Customer”)

Following our review of the Bid Document (“Bid”), below are certain legal, business and/or operational issues for your consideration. Please discuss these issues with Customer and/or Republic management, as appropriate, and then let us know what issues we should clarify in the Contract.

***Please note all references to page numbers below are referenced as per the PDF document submitted for review and the scope of our review is limited to the PDF document.**

Legal Issues:

1. **Legal Entity:** The correct legal entity to sign the contract resultant to this Bid (“Contract”) and perform the services for Republic (if successful bidder) is Allied Waste Transportation, Inc.

Legal Entity: An entity is registered in the Colorado Secretary of State with the name of Allied Waste Transportation, Inc.; however, the trade name is Republic Services of Denver, and it includes a different authorized agent and principal address. Need clarification from applicant.

2. **Section 2.17, Indemnification, Page 11-12:** Republic’s indemnity obligation should be limited to claims to the extent caused by Republic’s gross negligence or wilful misconduct. Further, the indemnity obligation needs to be reciprocal so that Customer indemnifies Republic as well.

(as written in the Invitation for Bid with recommended changes in red): 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~~ willful misconduct 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.

Per the State constitution, the City can not indemnify others.

3. **Section 2.35, Confidentiality, Page 15:** No material provided by Customer for disposal or recycling shall be considered as Confidential Information.

Further, nothing in this Contract shall prevent Republic from disclosing to others or using in any manner information, which Republic can show:

- (a) Has been published and has become part of the public domain other than by acts, omissions or fault of Republic or its agents and employees;
- (b) Has been furnished or made known to Republic by third parties (other than those acting directly for or on behalf of Republic) as a matter of legal right without restrictions on its disclosure;

- (c) Was in a Republic’s possession prior to the disclosure thereof by Customer to Republic; and/or
- (d) Is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency’s rules or regulations.

(as written in the Invitation for Bid with legal review changes in red): 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. Nothing in this Contract shall prevent Contractor from disclosing to others or using in any manner information, which Contractor can show:

- (a) has been published and has become part of the public domain other than by acts, omissions or fault of Contactor, its agents or employees;*
- (b) has been furnished or made known to Contractor by third parties (other than those acting directly for or on behalf of Contractor) as a matter of legal right without restrictions on its disclosure; and/or*
- (c) is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency’s rules or regulations.*

Republic’s line item (c) (not included above) references any and all material that Republic had knowledge of prior to disclosure by the City; it is unknown what information this pertains too, and it is too broad of a statement to include without some limitations.

4. Section 2.44, Force Majeure, Page 16: The Contract should also include the other factors of force majeure so that Republic’s performance is excused for those unexpected occurrences such as terrorist acts, epidemic, pandemic, compliance with Applicable Laws or governmental orders and inclement weather, etc. Further, the collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company’s service under this Contract. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.

(As written in the Invitation for Bid with legal review changes in blue)
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, natural disasters, terrorist attacks, epidemic, pandemic, compliance with applicable laws and governmental orders, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.*

Any change in payment, deadlines or work caused by any of the force majeure items should be addressed in 2.27 Changes in Work. Changes regarding the payment or schedule may be addressed in the future, if necessary, by a change order.

Formatted: Font: Not Italic, Font color: Red, Ligatures: None

Formatted: Font: Not Italic, Font color: Red, Ligatures: None

Formatted: Don't add space between paragraphs of the same style, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

Formatted: Font: (Default) Times New Roman, 12 pt, Font color: Red, Ligatures: None

5. Section 2.51, Patents/Copyright, Page 19: Republic should not be required to indemnify Customer for infringement of any patent or copyrights as specified in this Section.

The City is okay with striking Section 2.51.

Business Issues:

6. Section 2.11, Warranty, Page 10: Republic should be obligated to provide materials or equipment in good working condition and not necessarily “new” as specified under this section.

Further, Republic shall repair or replace any materials or equipment only if the damage is caused due to Republic’s gross negligence or willful misconduct except normal wear and tear caused pursuant to the services performed under this Contract.

The City is okay with striking Section 2.11 Warranty.

7. Section 2.16, Insurance, Page 11: Following changes are required to be made in the insurance section:

- Replace the first paragraph of this section with the following verbiage “*The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with ISO forms and by insurers rated A- VIII or higher, by A.M. Best Company. 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.*”;

No objection to replacing the sentence with the red provision recommended by Republic.

- Replace the third paragraph of this section with the following verbiage “*The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual liability and employee acts), blanket contractual liability, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.*”;

No objection to adding the word with the red provision recommended by Republic.

- Replace the last paragraph of this section with the following verbiage “*With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the*

Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds, via blanket-form endorsement. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.”.

What is the “blanket-form endorsement”? It is not recommended to include a reference to a document the City has an opportunity to review the form and what it includes.

8. Section 2.21, Payment & Completion, Page 12: Customer shall pay Republic unconditionally within thirty (30) days from the receipt of an invoice and Republic shall have the ability to charge interest on late payment.

Further, Republic should also have the ability to pass through new or increases to existing Fees & Taxes and an ability to increase the rates after signing the Contract on account of Change in law cost. (Also refer Section 3.2.7, Pricing, Page 21)

If the payment deadline is already included within the bid form (Reference Contractors Bid Form) and it is incorporated into the contract documents, then no, it is not recommended to restate the same in this provision.

A blanket statement regarding interest is not recommended; if included, there should be a specific interest percentage instead of a generic statement that it will be assessed.

Including the provision regarding changing rates mid-contract is not in the best interests of the City. There is insufficient information to support that a “change in law” may occur in the industry of waste collection. The City will not agree to an unknown increase.

9. Section 2.23, Performance & Payment Bonds, Page 13: If City needs a Bond, pricing will change and more time will be needed for our risk management team. Republic should not be required to provide Customer with payment bonds as specified under this section.

The City is okay with striking all bonding for this project.

10. Section 2.24, Retention, Page 13: Customer shall not be entitled to deduct any payment of Republic.

The City is okay with not withholding retention for this project.

11. Section 2.25, Liquidated Damages for Failure to Enter Into Contract, Page 13: Republic shall not be liable for any liquidated damages as specified in this section. (Also refer Section 2.22, Bid Bond, Pages 12-13)

The City is okay with striking Section 2.25 for this project.

12. Section 2.26, Protection of Persons & Property, Page 13-14: Republic shall restore or replace any property only if the damage is caused due to Republic's gross negligence or willful misconduct except normal wear and tear caused pursuant to the services performed under this Contract.

(As Written in the invitation for Bid, in pertinent part, with recommended changes in red)

When or where any direct or indirect damage or injury is done to public or private property by or on account of any negligent act, or omission, ~~neglect,~~ or willful misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, it shall restore, as its own expense, such property to a condition similar to 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.~~

It is unclear what "normal wear and tear" would be for the purpose of this Contract. Without more information, it is not recommended to include that language.

13. Section 2.31, Uncovering & Correction of Work, Page 13-14: Any warranty specified under this section shall be for the term of the Contract.

No objection to this provision.

14. Section 2.33, Assignment, Page 15: The consent for assignment should not be unreasonably withheld, delayed or conditioned by Customer and no consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.

(As written in the invitation for Bid, with recommended changes in red)

The Contractor shall not sell, assign, transfer or convey the Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner, unless such assignment is to an affiliate of Contractor and/or as a result of a lawful sale or purchase of Contractor.

Republic's recommendation to include "the consent for assignment shall not be unreasonably withheld, delayed, or conditions by Customer" is too vague of a provision to be enforced. What is "unreasonable"?

15. Section 2.56, Public Funds/Non-Appropriation of Funds, Page 19: Republic shall be compensated for services actually provided in accordance with the payment terms as adjusted from time to time. Republic shall be compensated for its services based on the customer's collections, (which are in arrears on a monthly cycle at the end of each month). Customer shall pay Republic within fifteen (15) days following the end of the month in which the customer receives payment. The Customer shall ensure that at all times during the term of this Contract that the Customer will charge, pursuant to an ordinance duly passed by the Customer's governing body, a sufficient rate from the Customer's solid waste Customers to pay the amounts

due under this Contract and to otherwise operate the Customer's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. The Customer shall provide to Republic a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. It is expressly understood by the parties that all payments due by the Customer hereunder are to be made from revenues received by the Customer from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system. Republic shall not have any right to demand payment of any obligation of the Customer under this Contract from funds raised or to be raised by taxation. No obligations of the Customer under this Contract shall be construed to be a debt of the Customer of such kind as to require under the laws of this State the levy and collection of a tax to discharge such obligation.

The annual appropriation language is required for purposes of City contracts. Payment terms are addressed in 2.21. The additional language appears to conflict with that provision.

16. **Section 3.3.1, Littering, Page 20:** Republic should not be liable for any penalty or fines as specified in this section.

The City does not agree with this provision, so will not accept the recommended changes.

17. **Section 3.3.2, Containers, Page 23:** Republic should be liable for any actual repair costs incurred by the Customer in the event of Republic's failure to perform the Services.

The comment provided by Republic for this section does not make sense. More information is needed.

The following legal issues need to be addressed in the Contract that may be entered into by Republic and Customer, if Republic is the successful bidder:

18. **Acceptable Waste; Unacceptable Waste:** The Bid response should include a detailed description of the type of waste Republic will collect and dispose of. Further, Republic must have a right to reject any Unacceptable/Hazardous waste provided by any residential or commercial unit.

It is unrealistic for the City to develop a list that encompasses everything that may be disposed of during the Spring Cleanup. Can Republic provide insight as to what they will/will not dispose

of? Below are the parameters that the City has in place for the Spring Pickup Program:

Crews will NOT pick-up the following items:

Hazardous Waste	Electronic Waste
<ul style="list-style-type: none"> • Paint/Stain • Batteries • Antifreeze • Aerosol Cans • Fluorescent Light Tubes • Freon • Gasoline/Grease/Oil • Insecticides/Pesticides • Road Flares • Spa & Pool Chemicals • Ammunition 	<ul style="list-style-type: none"> • Televisions/Stereos • Computers/Keyboards • Printers/Copiers/Scanners & Fax Machines • Cell Phones/PDA's • VCR/DVD Players • Gaming Consoles • Amplified Speakers • Cables/Cords • Calculators • Cameras/Camcorders

For proper disposal of these items, please contact the Mesa County Hazardous Waste Facility at (970) 256-9643 or (970) 267-9336.

Other prohibited items:

<ul style="list-style-type: none"> • Refrigerators • Air Conditioners • Air/Gas Cylinders • Asphalt Rubble • Brick & Concrete Rubble • Engines/Motors • Freezers 	<ul style="list-style-type: none"> • Fuel Tanks • Items longer than 6 ft • Liquids of any kind • Shingles • Tires • Microwaves
---	--

For a small fee, any Mesa County resident can dispose of tires (year-round) at the Mesa County Landfill. Call (970) 241-6846 for details.

19. Title to Waste: Title to and liability for any Hazardous/Unacceptable waste must not pass to Republic at any time.

No objection to this provision.

20. Definitions: The following definitions needs to be added to the Contract:

Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

Solid Waste. Solid Waste is any nonhazardous solid waste generated where the services are being performed that is not excluded by the provisions of the Contract. Solid Waste shall not include any Unacceptable Waste.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by the Contract. Waste Material does not include any Unacceptable Waste.

No objection to adding these definitions.

The following business issues need to be addressed in the Contract that may be entered into by Republic and Customer, if Republic is the successful bidder:

21. **Exclusivity:** If from business standpoint, the services Republic has to provide to Customer are intended to be exclusive, the Contract should state that the services Republic will provide are exclusive for the locations that Republic service.

No objection to this provision.

Hope this is responsive to your needs.

Best regards,

Republic Legal Support

1-844-233-5947

legalsupport@republicservices.com

RE: Roll Off Containers with Drivers for City Spring Cleanup Program IFB-5191-23-KH

Jones, Matthew <MJones22531@republicservices.com>

Mon 3/13/2023 1:51 PM

To: Kassy Hackett <kassyh@gjcity.org>

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hi Kassy,

Republic Services will accept the negotiated Terms and Conditions.

1. We operate under Allied Waste Transportation, Inc. DBA Republic Services

Denver is the primary location of our Business Unit Offices. See attached State of Colorado Cert of Good Standing.

2. The Blanket Form endorsement is to endorse the entire City of GJ as Additionally Insured instead of having to do individual sites and entities.

See attached COI (Page 3) to City of Fort Collins for an example of language and coverage . If the Ft Collins example meets you requirements we can duplicate for the City of Grand Junction.

3. Unacceptable waste, Republic Services, Inc. can strike the right to reject loads as long as we do not accept ownership of the Material and the waste is not determined to be Hazardous Materials or Hazardous Waste, as defined in 3 b below. Republic Services is not permitted to Transport hazardous material or waste.

a. If any load is rejected by the Mesa County Landfill, the City will be responsible for the proper disposal of any and all material rejected by the Mesa County Landfill.

b. "Hazardous Materials" or "Hazardous Waste" mean any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation, (i) any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to Applicable Law. The term "Hazardous Materials" also includes any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, before or after the Effective Date of this Agreement, deemed hazardous, toxic, prohibited, limited or regulated by any judicial or governmental entity, body or agency having jurisdiction to make that determination.

Please put together the agreement with the negotiated terms and send the Document to Steve Derus General Manager Sderus@republicservices.com

RE: Roll Off Containers with Drivers for City Spring Cleanup Program IFB-5191-23-KH

Jones, Matthew <MJones22531@republicservices.com>

Tue 3/7/2023 12:12 PM

To: Kassy Hackett <kassyh@gjcity.org>

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Hi Kassy,

I will send the negotiated terms to our legal department to review. As far as the pricing goes we do not have any wiggle room in this department and we did price the hauls to include fuel surcharges as diesel has continued to rise. Overall it is a 16% increase over last year off \$155.00 per haul plus \$7.75 for fuel. Total \$162.75 per haul, since fuel and operational costs have also risen since last year that is why the rate has climbed to \$190.00 per haul inclusive of fuel.

I will be in touch when legal is done with review.

Thank you!

From: Kassy Hackett <kassyh@gjcity.org>

Sent: Monday, March 6, 2023 1:07 PM

To: Jones, Matthew <MJones22531@republicservices.com>

Subject: Roll Off Containers with Drivers for City Spring Cleanup Program IFB-5191-23-KH

This Message Is From an External Sender

[Report Suspicious](#)

This message came from outside your organization.

Hello,

The City of Grand Junction would like to thank you for the time and effort you contributed to responding to Roll Off Containers with Drivers for City Spring Cleanup Program IFB-5191-23-KH. Upon successful negotiations, the award will go to Republic Services .

For your review, I have attached the City's revisions to the submitted terms and conditions.

We would also like Republic Services to see if they could lower the unit price any? This is a 23% increase to what the City has been paying in the past. We would appreciate any updated pricing and/or some narrative as to why a jump in price. We understand the City was doing business with any other company but just would appreciate any narrative.

Thank you,

Kassy Hackett

Buyer

City of Grand Junction

910 Main St.

Grand Junction, CO 81501

970-244-1546

kassyh@gjcity.org



Purchasing Division

Invitation for Bid

**IFB-5191-23-KH
Roll Off Containers w/ Drivers for
City Spring Cleanup Program**

Responses Due:

February 16, 2023 prior to 2:30 PM Local Time

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)

NOTE: All City solicitation openings will continue to be held virtually.

Purchasing Representative:

Kassy Hackett, Buyer

kassyh@gjcity.org

970-244-1546

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

NOTE: It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has 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/Work being solicited.

- 1.1. Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Kassy Hackett, Buyer
kassyh@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide roll-off containers with drivers to haul refuse to the Orchard Mesa Landfill for the City Spring Cleanup Program. All dimensions and scope of work should be verified by Contractors prior to submission of bids.
- 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 its authorized representative.
- 1.4. Compliance:** All Contractors, by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Contractor(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.5. Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.6. Submission:** See section 4.0 for Preparation and Submittal Terms. Bids shall be formatted as directed in Section 4.0. Submittals that fail to follow this format may be ruled non-responsive.

**Solicitation Opening, Roll Off Containers w/ Drivers for City Spring Cleanup Program
IFB-5191-23-KH
Feb 16, 2023, 2:30 – 3:00 PM (America/Denver)**

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

<https://meet.goto.com/827671013>

You can also dial in using your phone.
Access Code: 827-671-013
United States: +1 (408) 650-3123
- One-touch: tel:+14086503123,,827671013#

Join from a video-conferencing room or system.
Meeting ID: 827-671-013
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 827671013@67.217.95.2 or 67.217.95.2##827671013

Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

- 1.7. 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.

A bid must be firm and valid for award and may not be withdrawn or cancelled by the Contractor for sixty (60) days following the submittal deadline date, and only prior to award.

- 1.8. 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 Contractor 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 Contractor, Contractor'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 Contractor'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.

- 1.9. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.10. 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, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.11. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Contractor to receive or examine any form, addendum, or other document shall in no way relieve any Contractor from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Contractor 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;
 - 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 Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Contractor access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Contractor's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Contractor deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Contractor shall be subject to prior approval of Owner and applicable agencies. Contractor shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require

the Contractor to execute an access agreement with the Owner prior to accessing the site.

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.

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 Contractor shall be conclusively presumed to represent that the Contractor 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 inquiry deadline.
- 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 <https://www.gjcity.org/501/Purchasing-Bids>. 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, County, and Municipal Sales Tax and Federal tax; therefore, all fees shall not include 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. **Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Contractor taking exception to the specifications does so at the Contractor's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Contractor must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of

stated exception(s) indicates that the Contractor has not taken exceptions, and if awarded a Contract shall hold the Contractor responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.

- 1.18. 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 Work or commodities from participants in such collusion.
- 1.19. 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 it is responsible, have a practical knowledge of the project bid upon and that it has 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.

- 1.20. Public Disclosure Record:** If the Bidder has knowledge of is employee(s) or sub-Contractors having an immediate family relationship with a City employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the City.
- 1.21. Public Opening:** Bids shall be opened in a virtual meeting immediately following the bid deadline. Contractors, its representatives and interested persons may be present. Only the name(s) and business address of the Contractor(s) will be disclosed.

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, shall constitute a Contract equally binding between the City 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 by the Owner (City) and Contractor. City will provide the Contract. By executing the contract, the Contractor represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment 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 are, and shall remain, City property. It is 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 its 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 its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it 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 be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its 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 its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 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 its authorized representative.

- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the Sub-Contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the Sub-Contractors proposed for the principal portions of the work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its bid without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 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 Contractor 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 Contractor 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. Contractors 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 its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.
- 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 its 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, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all Sub-Contractors, its 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 its operations. At the completion of work it shall remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery and surplus materials.

The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

2.16. Insurance: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

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

(b) General Liability insurance with minimum limits of:

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

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

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

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

2.17. 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 costs which may be obtained against the Owner arising out of or under the performance.

- 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 Work 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 Work do not conform to OSHA standards, the Owner may require the Work 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 Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and 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 it 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 Contractor 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:** 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. 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, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.27. 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.
- 2.28. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.29. 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.
- 2.30. 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.
- 2.31. 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 competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional Work 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, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.32. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.33. Assignment:** The Contractor shall not sell, assign, transfer or convey the Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.34. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing of the service and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.35. 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.
- 2.36. Conflict of Interest:** No public official and/or City/County employee shall have interest in the Contract resulting from this Invitation for Bid.
- 2.37. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.38. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor, agrees to:
 - 2.38.1.** 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.
 - 2.38.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, that the Contractor is an Equal Opportunity Employer.
 - 2.38.3.** 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.

- 2.39. 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.
- 2.40. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ Workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.41. Ethics:** The Contractor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.42. Failure to Deliver:** In the event of failure of the Contractor to deliver Work in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.43. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.44. 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.
- 2.45. 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 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.
- 2.46. 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 Sub-Contractors 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.

2.47. Evaluation of Bids and Contractors: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. 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 Sub- Contractors 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 Sub-Contractors 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 Contractor, proposed Sub-Contractors 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 Contractor shall furnish the Owner all information and data requested by the Owner to determine the ability of the Contractor to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Contractor fails to satisfy the Owner that such Contractor is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

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

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

If the Contract is to be awarded, it will be awarded to the Contractor 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.

2.48. 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 Contractor which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Contractor shall sign and deliver the digitally executed copy of the Contract via DocuSign. Performance Bond, Payment Bond, and Certificates of Insurance shall be submitted to the City within ten (1) days of Contract execution. No Contract shall exist between the Successful Contractor and the City and the Successful Contractor shall have no rights at law or in equity until the Contract has been duly executed by the City.

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

2.49. Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

- 2.50. 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.
- 2.51. 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 Invitation for Bid.
- 2.52. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Governing Law:** Any agreement as a result of responding to this Invitation for Bid 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.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of a bid to this Invitation for Bid are the responsibility of the Contractor and cannot be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.56. Public Funds/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. Colorado law prohibits 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. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.57. 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 its own awards on its respective Purchase Orders through its purchasing office or use its 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 its specific delivery and invoicing instructions.

2.58. 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).

2.58.1. "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. PROJECT DESCRIPTION: The City of Grand Junction is requesting competitive pricing from qualified and interested companies, engaged in the refuse collection business to provide certain collection and transportation services to assist City Street crews in removing an estimated 19,000 cubic yards of typical "spring cleaning" residential/household trash. Work will be required during the City's two week "Spring Cleanup" campaign, commonly referred to as the "Fresh As A Daisy". The dates of operation for the 2023 program are April 3, 2023 and ending April 15, 2023.

3.2. SPECIAL CONDITIONS & PROVISIONS:

3.2.1. Littering: Contractor is responsible for covering loaded containers so to prevent "littering" during transport to landfill. Contractor is responsible for any fines and/or penalties that may be incurred performing the work.

3.2.2. Evaluation and Award: The City reserves the right to award to more than one bidder if it is in the best interest of the City. The City shall award based upon the lowest responsive and responsible bidder(s). The awards shall

not be based on site location. The City shall assign site location(s) to the awarded bidder(s).

3.2.3. Multiple Locations: Contractor shall state on the Price Bid Form if it intend to provide services for either one or both locations.

3.2.4. Questions Regarding Solicitation Process/Scope of Work:

Kassy Hackett, Buyer
City of Grand Junction
kassyh@gjcity.org

3.2.5. Project Manager: The Project Manager for the Project is John Somerlot, Streets Supervisor, who can be reached at (970)-244-1571. 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: John Somerlot, Project Manager
250 North Fifth Street
Grand Junction, CO 81501

3.2.6. Contract Administrator: The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. During Construction, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

3.2.7. 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.

3.2.8. Contract: A binding Contract shall consist of: (1) the IFB and any amendments thereto, (2) Additional Documents as stated in Section 1.10, (3) the bidder's response (bid) to the IFB, (4) clarification of the bid, if any, and (5) 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.

- 3.2.9. Renewals:** The awarded Contractor and the Owner agree that the Contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the Contract for up to three (3) additional one (1) year Contract periods, contingent upon the applicable fiscal year funding/appropriations.
- 3.2.10. 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 with the following exception:
All work shall be performed between the hours of 7:00 AM to 5:00 PM.
- 3.2.11. Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.12. Contractor shall supply to Owner all copies of finalized permits.
- 3.2.12. 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
- 3.2.13. City Furnished Materials:** The City will furnish the following materials for the Project:
- Door-hangers
- 3.2.14. Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only.
- 3.2.15. 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.

3.3. Scope of Work: To meet our anticipated goal of 19,000 cubic yards of debris removed in 12 working days, the expectation is that approximately 1,800 cubic yards of debris each day will have to be transported by the Contractor from two (2) separate transfer sites for two consecutive weeks.

3.3.1. The Spring Cleanup: City collection crews will canvas City streets collecting residential debris. Collected debris will be hauled to designated Roll-Off Transfer sites by City forces where they will fill 40 cubic yard containers provided by the Contractor. The awarded Contractor will transport the fully loaded containers to the landfill. The Contractor will replace each loaded container with an empty 40 cubic yard container to repeat the process until all debris has been hauled to the landfill.

3.3.2. Containers: The Contractor will be required to supply no less than six (6) containers for each site. 40 cubic yard capacity roll-off containers at each transfer site, along with constant and continuous hauling service as per the Calendar of Events. Contractor shall support vehicles and backup at the site when and if necessary to keep pace with the haul-in/loading operations by City forces.

Contractor should anticipate minor damage to containers as a result of the loading operation. It is the Contractor's responsibility to absorb their damage repair costs.

3.3.3. Transportation to the Landfill: Contractor will transport fully loaded containers to the O.M. Landfill. Two transport units per site shall be running at all times during Spring Cleanup Operation. Site #2 in Section 3.8.1. shall require Three transport units to be running at all times during the Spring Cleanup Operation.

Each day the Contractor shall provide all landfill tickets from that day to their respective loader operator to acknowledge each container transported and dumped at the landfill. The Contractor will be paid the agreed flat rate per haul charge for each acknowledged container transported and dumped at the landfill. The per haul fee will include all Contractor costs. Landfill charges will be directly billed to the City and will not be included in this service.

All Roll-off container bidders must be licensed as "City of Grand Junction Trash Haulers" per City Code of Ordinance Sec.30-28. Licensing procedure; fee.

3.3.4. End of Day Procedure: The Contractor must remove all fully loaded roll-off containers from transfer sites at the end of each work day which ends at 4:30 P.M. local time; and the Contractor is responsible for having containers in place at the beginning of each work day, no later than 6:15 A.M.

3.3.5. Dump Site: Location and schedule of four (4) transfer sites to which debris will be hauled is designated in Calendar of Events. Trucks will haul to transfer sites and dump at designated areas where City crews will load roll-off containers.

3.3.6. Calendar of Events:

NORTH - FIRST WEEK OF COLLECTION: During the first week which is April 3rd – April 8th, the North half of the City (North of North Avenue) will be canvassed by City forces and dump trucks. Transfer Roll off containers are located at two sites: #1) the vacant lots near 25½ Road and West Pinyon Avenue and, #2) on a vacant parcel located on 28 ¼ Road ¼ mile north of Patterson Road. Each site will be operational each working day of this week between 6:15 A.M. and 4:30 P.M.

SOUTH - SECOND WEEK OF COLLECTION: During the second week which is April 10th – April 15th the south half of the City (South of North Avenue) will be canvassed by City forces and dump trucks. Transfer Roll off containers are located at two sites: #1 & #2 vacant area on 26 ¼ Road west of Clymer Way. Each site will be operational each working day of this week between 6:15 A.M. and 4:30 P.M.

NOTE: Collection Sites are subject to change.

3.4. Contractor Bid Documents: For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.

- Contractor's Bid Form
- Price Bid Schedule

3.5. IFB Tentative Time Schedule:

Invitation For Bids available	January 24, 2023
Inquiry deadline, no questions after this date	February 7, 2023
Addendum Posted	February 9, 2023
Submittal deadline for bids	February 16, 2023
Notice of Award & Contract execution	February 23, 2023
Bonding & Insurance Cert due	March 2, 2023
Work begins no later than	April 3, 2023

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-5191-23-KH "Roll Off Containers w/ Drivers for City Spring Cleanup Program"

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 it are a legal agent of the Contractor, authorized to represent the Contractor 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. 98-03544. 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 take into account any such discounts when determining the bid award that are no less than Net 10 days.

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: _____

Title: _____

The undersigned Contractor 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 Contractor 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 Contractor certifies, and in the case of a joint Bid each party thereto certifies as to its 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 Contractor or with any competitor.

PRICE BID SCHEDULE: IFB-5191-23-KH Roll Off Containers w/ Drivers for City Spring Cleanup Program

Item No.	Description	Units	Unit Price
1	Provide Roll Off Containers w/ Drivers for City Spring Cleanup Program, as per solicitation documents.	Per Haul, to include all associated costs.	

Price Written:

Please Identify the Site(s) that your company is bidding on providing services for (Site #1, #2, or both):

North:

South:

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

Company: _____

Authorized Signature: _____

Title: _____

4. Contractor's Bid Form

Bid Date: 2/14/2023

Project: IFB-5191-23-KH "Roll Off Containers w/ Drivers for City Spring Cleanup Program"

Bidding Company: Allied Waste Transportation DBA Republic Services

Name of Authorized Agent: Steven Derus

Email matthew.jones@republicservices.com

Telephone 970-241-3177 Address 2410 Blue Heron Road

City Grand Junction 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 it are a legal agent of the Contractor, authorized to represent the Contractor 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. 98-03544. 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 N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: N/A.

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: Allied Waste Transportation DBA Republic Services

Authorized Signature: 

Title: General Manager

PRICE BID SCHEDULE: IFB-5191-23-KH Roll Off Containers w/ Drivers for City Spring Cleanup Program

Item No.	Description	Units	Unit Price
1	Provide Roll Off Containers w/ Drivers for City Spring Cleanup Program, as per solicitation documents.	Per Haul, to include all associated costs.	190.00 Per Haul

Price Written:

One Hundred Ninety Dollars per haul

Please Identify the Site(s) that your company is bidding on providing services for (Site #1, #2, or both):

North:

Both

South:

Both

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

Company: Allied Waste Transportation DBA Republic Services

Authorized Signature:



Title: General Manager



Purchasing Division

Invitation for Bid

**IFB-5191-23-KH
Roll Off Containers w/ Drivers for
City Spring Cleanup Program**

Responses Due:

February 16, 2023 prior to 2:30 PM Local Time

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)

NOTE: All City solicitation openings will continue to be held virtually.

Purchasing Representative:

Kassy Hackett, Buyer

kassyh@gjcity.org

970-244-1546

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

NOTE: It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has 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/Work being solicited.

- 1.1. Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Kassy Hackett, Buyer
kassyh@gjcity.org

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.2. Purpose:** The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to provide roll-off containers with drivers to haul refuse to the Orchard Mesa Landfill for the City Spring Cleanup Program. All dimensions and scope of work should be verified by Contractors prior to submission of bids.
- 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 its authorized representative.
- 1.4. Compliance:** All Contractors, by submitting a bid, agree to comply with all conditions, requirements, and instruction of this IFB as stated or implied herein. Should the Owner omit anything which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Contractor(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.5. Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.6. Submission:** See section 4.0 for Preparation and Submittal Terms. Bids shall be formatted as directed in Section 4.0. Submittals that fail to follow this format may be ruled non-responsive.

**Solicitation Opening, Roll Off Containers w/ Drivers for City Spring Cleanup Program
IFB-5191-23-KH
Feb 16, 2023, 2:30 – 3:00 PM (America/Denver)**

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

<https://meet.goto.com/827671013>

You can also dial in using your phone.
Access Code: 827-671-013
United States: +1 (408) 650-3123
- One-touch: tel:+14086503123,,827671013#

Join from a video-conferencing room or system.
Meeting ID: 827-671-013
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 827671013@67.217.95.2 or 67.217.95.2##827671013

Get the app now and be ready when your first meeting starts:
<https://meet.goto.com/install>

- 1.7. 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.

A bid must be firm and valid for award and may not be withdrawn or cancelled by the Contractor for sixty (60) days following the submittal deadline date, and only prior to award.

- 1.8. 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 Contractor 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 Contractor, Contractor'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 Contractor'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.

- 1.9. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.10. 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, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.11. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Contractor to receive or examine any form, addendum, or other document shall in no way relieve any Contractor from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with this section. Prior to submitting a bid, each Contractor 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;
 - 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 Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Contractor access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Contractor's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (including without limitation, surface, subsurface and underground utilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the work and which the Contractor deems necessary to determine its Bid for performing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Location of any excavation or boring made by Contractor shall be subject to prior approval of Owner and applicable agencies. Contractor shall fill all holes, restore all pavements to match the existing structural section and shall clean up and restore the site to its former condition upon completion of such exploration. The Owner reserves the right to require

the Contractor to execute an access agreement with the Owner prior to accessing the site.

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.

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 Contractor shall be conclusively presumed to represent that the Contractor 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 inquiry deadline.
- 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 <https://www.gjcity.org/501/Purchasing-Bids>. 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, County, and Municipal Sales Tax and Federal tax; therefore, all fees shall not include 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. **Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Contractor taking exception to the specifications does so at the Contractor's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Contractor must state any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of

stated exception(s) indicates that the Contractor has not taken exceptions, and if awarded a Contract shall hold the Contractor responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.

- 1.18. 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 Work or commodities from participants in such collusion.
- 1.19. 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 it is responsible, have a practical knowledge of the project bid upon and that it has 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.

- 1.20. Public Disclosure Record:** If the Bidder has knowledge of is employee(s) or sub-Contractors having an immediate family relationship with a City employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the City.
- 1.21. Public Opening:** Bids shall be opened in a virtual meeting immediately following the bid deadline. Contractors, its representatives and interested persons may be present. Only the name(s) and business address of the Contractor(s) will be disclosed.

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, shall constitute a Contract equally binding between the City 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 by the Owner (City) and Contractor. City will provide the Contract. By executing the contract, the Contractor represents that it has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment 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 are, and shall remain, City property. It is 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 its 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 its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it 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 be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its 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 its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 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 its authorized representative.

- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the Sub-Contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the Sub-Contractors proposed for the principal portions of the work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its bid without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 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 Contractor 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 Contractor 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. Contractors 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 its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the Contract.
- 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 its 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, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all Sub-Contractors, its 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 its operations. At the completion of work it shall remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery and surplus materials.

The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

2.16. Insurance: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

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

(b) General Liability insurance with minimum limits of:

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

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

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

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

2.17. 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 costs which may be obtained against the Owner arising out of or under the performance.

- 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 Work 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 Work do not conform to OSHA standards, the Owner may require the Work 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 Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and 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 it 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 Contractor 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:** 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. 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, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.27. 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.
- 2.28. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.29. 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.
- 2.30. 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.
- 2.31. 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 competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional Work 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, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

- 2.32. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 2.33. Assignment:** The Contractor shall not sell, assign, transfer or convey the Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.34. Compliance with Laws:** Bids must comply with all Federal, State, County and local laws governing of the service and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.35. 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.
- 2.36. Conflict of Interest:** No public official and/or City/County employee shall have interest in the Contract resulting from this Invitation for Bid.
- 2.37. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.38. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor, agrees to:
 - 2.38.1.** 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.
 - 2.38.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, that the Contractor is an Equal Opportunity Employer.
 - 2.38.3.** 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.

- 2.39. 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.
- 2.40. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ Workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.41. Ethics:** The Contractor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.42. Failure to Deliver:** In the event of failure of the Contractor to deliver Work in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.43. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.44. 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.
- 2.45. 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 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.
- 2.46. 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 Sub-Contractors 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.

2.47. Evaluation of Bids and Contractors: The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. 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 Sub- Contractors 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 Sub-Contractors 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 Contractor, proposed Sub-Contractors 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 Contractor shall furnish the Owner all information and data requested by the Owner to determine the ability of the Contractor to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Contractor fails to satisfy the Owner that such Contractor is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

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

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

If the Contract is to be awarded, it will be awarded to the Contractor 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.

2.48. 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 Contractor which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Contractor shall sign and deliver the digitally executed copy of the Contract via DocuSign. Performance Bond, Payment Bond, and Certificates of Insurance shall be submitted to the City within ten (1) days of Contract execution. No Contract shall exist between the Successful Contractor and the City and the Successful Contractor shall have no rights at law or in equity until the Contract has been duly executed by the City.

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

2.49. Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner.

- 2.50. 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.
- 2.51. 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 Invitation for Bid.
- 2.52. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Governing Law:** Any agreement as a result of responding to this Invitation for Bid 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.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of a bid to this Invitation for Bid are the responsibility of the Contractor and cannot be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.56. Public Funds/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. Colorado law prohibits 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. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.57. 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 its own awards on its respective Purchase Orders through its purchasing office or use its 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 its specific delivery and invoicing instructions.

2.58. 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).

2.58.1. "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. PROJECT DESCRIPTION: The City of Grand Junction is requesting competitive pricing from qualified and interested companies, engaged in the refuse collection business to provide certain collection and transportation services to assist City Street crews in removing an estimated 19,000 cubic yards of typical "spring cleaning" residential/household trash. Work will be required during the City's two week "Spring Cleanup" campaign, commonly referred to as the "Fresh As A Daisy". The dates of operation for the 2023 program are April 3, 2023 and ending April 15, 2023.

3.2. SPECIAL CONDITIONS & PROVISIONS:

3.2.1. Littering: Contractor is responsible for covering loaded containers so to prevent "littering" during transport to landfill. Contractor is responsible for any fines and/or penalties that may be incurred performing the work.

3.2.2. Evaluation and Award: The City reserves the right to award to more than one bidder if it is in the best interest of the City. The City shall award based upon the lowest responsive and responsible bidder(s). The awards shall

not be based on site location. The City shall assign site location(s) to the awarded bidder(s).

3.2.3. Multiple Locations: Contractor shall state on the Price Bid Form if it intend to provide services for either one or both locations.

3.2.4. Questions Regarding Solicitation Process/Scope of Work:

Kassy Hackett, Buyer
City of Grand Junction
kassyh@gjcity.org

3.2.5. Project Manager: The Project Manager for the Project is John Somerlot, Streets Supervisor, who can be reached at (970)-244-1571. 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: John Somerlot, Project Manager
250 North Fifth Street
Grand Junction, CO 81501

3.2.6. Contract Administrator: The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. During Construction, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator
duaneh@gjcity.org

3.2.7. 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.

3.2.8. Contract: A binding Contract shall consist of: (1) the IFB and any amendments thereto, (2) Additional Documents as stated in Section 1.10, (3) the bidder's response (bid) to the IFB, (4) clarification of the bid, if any, and (5) 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.

3.2.9. Renewals: The awarded Contractor and the Owner agree that the Contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the Contract for up to three (3) additional one (1) year Contract periods, contingent upon the applicable fiscal year funding/appropriations.

3.2.10. 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 with the following exception:

All work shall be performed between the hours of 7:00 AM to 5:00 PM.

3.2.11. Licenses and Permits: Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.12. Contractor shall supply to Owner all copies of finalized permits.

3.2.12. 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

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

- Door-hangers

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

3.2.15. 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.

3.3. Scope of Work: To meet our anticipated goal of 19,000 cubic yards of debris removed in 12 working days, the expectation is that approximately 1,800 cubic yards of debris each day will have to be transported by the Contractor from two (2) separate transfer sites for two consecutive weeks.

3.3.1. The Spring Cleanup: City collection crews will canvas City streets collecting residential debris. Collected debris will be hauled to designated Roll-Off Transfer sites by City forces where they will fill 40 cubic yard containers provided by the Contractor. The awarded Contractor will transport the fully loaded containers to the landfill. The Contractor will replace each loaded container with an empty 40 cubic yard container to repeat the process until all debris has been hauled to the landfill.

3.3.2. Containers: The Contractor will be required to supply no less than six (6) containers for each site. 40 cubic yard capacity roll-off containers at each transfer site, along with constant and continuous hauling service as per the Calendar of Events. Contractor shall support vehicles and backup at the site when and if necessary to keep pace with the haul-in/loading operations by City forces.

Contractor should anticipate minor damage to containers as a result of the loading operation. It is the Contractor's responsibility to absorb their damage repair costs.

3.3.3. Transportation to the Landfill: Contractor will transport fully loaded containers to the O.M. Landfill. Two transport units per site shall be running at all times during Spring Cleanup Operation. Site #2 in Section 3.8.1. shall require Three transport units to be running at all times during the Spring Cleanup Operation.

Each day the Contractor shall provide all landfill tickets from that day to their respective loader operator to acknowledge each container transported and dumped at the landfill. The Contractor will be paid the agreed flat rate per haul charge for each acknowledged container transported and dumped at the landfill. The per haul fee will include all Contractor costs. Landfill charges will be directly billed to the City and will not be included in this service.

All Roll-off container bidders must be licensed as "City of Grand Junction Trash Haulers" per City Code of Ordinance Sec.30-28. Licensing procedure; fee.

3.3.4. End of Day Procedure: The Contractor must remove all fully loaded roll-off containers from transfer sites at the end of each work day which ends at 4:30 P.M. local time; and the Contractor is responsible for having containers in place at the beginning of each work day, no later than 6:15 A.M.

3.3.5. Dump Site: Location and schedule of four (4) transfer sites to which debris will be hauled is designated in Calendar of Events. Trucks will haul to transfer sites and dump at designated areas where City crews will load roll-off containers.

3.3.6. Calendar of Events:

NORTH - FIRST WEEK OF COLLECTION: During the first week which is April 3rd – April 8th, the North half of the City (North of North Avenue) will be canvassed by City forces and dump trucks. Transfer Roll off containers are located at two sites: #1) the vacant lots near 25½ Road and West Pinyon Avenue and, #2) on a vacant parcel located on 28 ¼ Road ¼ mile north of Patterson Road. Each site will be operational each working day of this week between 6:15 A.M. and 4:30 P.M.

SOUTH - SECOND WEEK OF COLLECTION: During the second week which is April 10th – April 15th the south half of the City (South of North Avenue) will be canvassed by City forces and dump trucks. Transfer Roll off containers are located at two sites: #1 & #2 vacant area on 26 ¼ Road west of Clymer Way. Each site will be operational each working day of this week between 6:15 A.M. and 4:30 P.M.

NOTE: Collection Sites are subject to change.

3.4. Contractor Bid Documents: For Contractor's convenience, the following is a list of forms/items to be submitted with the Contractor's bid response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor's responsibility to ensure all forms/items are submitted.

- Contractor's Bid Form
- Price Bid Schedule

3.5. IFB Tentative Time Schedule:

Invitation For Bids available	January 24, 2023
Inquiry deadline, no questions after this date	February 7, 2023
Addendum Posted	February 9, 2023
Submittal deadline for bids	February 16, 2023
Notice of Award & Contract execution	February 23, 2023
Bonding & Insurance Cert due	March 2, 2023
Work begins no later than	April 3, 2023

4. Contractor's Bid Form

Bid Date: 2/14/2023

Project: IFB-5191-23-KH "Roll Off Containers w/ Drivers for City Spring Cleanup Program"

Bidding Company: Allied Waste Transportation DBA Republic Services

Name of Authorized Agent: Steven Derus

Email matthew.jones@republicservices.com

Telephone 970-241-3177 **Address** 2410 Blue Heron Road

City Grand Junction **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 it are a legal agent of the Contractor, authorized to represent the Contractor 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. 98-03544. 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 N/A days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the bid award that are no less than Net 10 days.

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

State number of Addenda received: N/A

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: Allied Waste Transportation DBA Republic Services

Authorized Signature: _____

Title: General Manager

The undersigned Contractor 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>
<u>None</u>	<u>None</u>	<u>None</u>
_____	_____	_____
_____	_____	_____

The undersigned Contractor 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 Contractor certifies, and in the case of a joint Bid each party thereto certifies as to its 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 Contractor or with any competitor.

PRICE BID SCHEDULE: IFB-5191-23-KH Roll Off Containers w/ Drivers for City Spring Cleanup Program

Item No.	Description	Units	Unit Price
1	Provide Roll Off Containers w/ Drivers for City Spring Cleanup Program, as per solicitation documents.	Per Haul, to include all associated costs.	190.00 Per Haul

Price Written:

One Hundred Ninety Dollars per haul

Please Identify the Site(s) that your company is bidding on providing services for (Site #1, #2, or both):

North:

Both

South:

Both

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

Company: Allied Waste Transportation DBA Republic Services

Authorized

Signature: _____

Title: General Manager

Re: City of Grand Junction (“Customer”)

Following our review of the Bid Document (“Bid”), below are certain legal, business and/or operational issues for your consideration. Please discuss these issues with Customer and/or Republic management, as appropriate, and then let us know what issues we should clarify in the Contract.

***Please note all references to page numbers below are referenced as per the PDF document submitted for review and the scope of our review is limited to the PDF document.**

Legal Issues:

1. **Legal Entity:** The correct legal entity to sign the contract resultant to this Bid (“Contract”) and perform the services for Republic (if successful bidder) is Allied Waste Transportation, Inc.
2. **Section 2.17, Indemnification, Page 11-12:** Republic’s indemnity obligation should be limited to claims to the extent caused by Republic’s gross negligence or wilful misconduct. Further, the indemnity obligation needs to be reciprocal so that Customer indemnifies Republic as well.
3. **Section 2.35, Confidentiality, Page 15:** No material provided by Customer for disposal or recycling shall be considered as Confidential Information.

Further, nothing in this Contract shall prevent Republic from disclosing to others or using in any manner information, which Republic can show:

- (a) Has been published and has become part of the public domain other than by acts, omissions or fault of Republic or its agents and employees;
 - (b) Has been furnished or made known to Republic by third parties (other than those acting directly for or on behalf of Republic) as a matter of legal right without restrictions on its disclosure;
 - (c) Was in a Republic’s possession prior to the disclosure thereof by Customer to Republic; and/or
 - (d) Is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency’s rules or regulations.
4. **Section 2.44, Force Majeure, Page 16:** The Contract should also include the other factors of force majeure so that Republic’s performance is excused for those unexpected occurrences such as terrorist acts, epidemic, pandemic, compliance with Applicable Laws or governmental orders and inclement weather, etc. Further, the collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company’s service under this Contract. In the event of increased volume due to a Force Majeure event, Company and the City shall negotiate the additional payment to be made to Company. Further, the City shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
 5. **Section 2.51, Patents/Copyright, Page 19:** Republic should not be required to indemnify Customer for infringement of any patent or copyrights as specified in this Section.

Business Issues:

6. **Section 2.11, Warranty, Page 10:** Republic should be obligated to provide materials or equipment in good working condition and not necessarily “new” as specified under this section. Further, Republic shall repair or replace any materials or equipment only if the damage is caused due to Republic’s gross negligence or wilful misconduct except normal wear and tear caused pursuant to the services performed under this Contract.
7. **Section 2.16, Insurance, Page 11:** Following changes are required to be made in the insurance section:

- Replace the first paragraph of this section with the following verbiage *“The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with ISO forms and by insurers rated A- VIII or higher, by A.M. Best Company. 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.”*;
- Replace the third paragraph of this section with the following verbiage *“The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual liability and employee acts), blanket contractual liability, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.”*;
- Replace the last paragraph of this section with the following verbiage *“With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner’s officers and employees as additional insureds, via blanket-form endorsement. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.”*.

8. **Section 2.21, Payment & Completion, Page 12:** Customer shall pay Republic unconditionally within thirty (30) days from the receipt of an invoice and Republic shall have the ability to charge interest on late payment.
Further, Republic should also have the ability to pass through new or increases to existing Fees & Taxes and an ability to increase the rates after signing the Contract on account of Change in law cost. (Also refer Section 3.2.7, Pricing, Page 21)
9. **Section 2.23, Performance & Payment Bonds, Page 13:** If City needs a Bond, pricing will change and more time will be needed for our risk management team.
Republic should not be required to provide Customer with payment bonds as specified under this section.
10. **Section 2.24, Retention, Page 13:** Customer shall not be entitled to deduct any payment of Republic.
11. **Section 2.25, Liquidated Damages for Failure to Enter Into Contract, Page 13:** Republic shall not be liable for any liquidated damages as specified in this section. (Also refer Section 2.22, Bid Bond, Pages 12-13)
12. **Section 2.26, Protection of Persons & Property, Page 13-14:** Republic shall restore or replace any property only if the damage is caused due to Republic’s gross negligence or wilful misconduct except normal wear and tear caused pursuant to the services performed under this Contract.
13. **Section 2.31, Uncovering & Correction of Work, Page 13-14:** Any warranty specified under this section shall be for the term of the Contract.

14. **Section 2.33, Assignment, Page 15:** The consent for assignment should not be unreasonably withheld, delayed or conditioned by Customer and no consent is required for transfers to affiliates and/or in connection with the sale or purchase of a business.
15. **Section 2.56, Public Funds/Non-Appropriation of Funds, Page 19:** Republic shall be compensated for services actually provided in accordance with the payment terms as adjusted from time to time. Republic shall be compensated for its services based on the customer's collections, (which are in arrears on a monthly cycle at the end of each month). Customer shall pay Republic within fifteen (15) days following the end of the month in which the customer receives payment. The Customer shall ensure that at all times during the term of this Contract that the Customer will charge, pursuant to an ordinance duly passed by the Customer's governing body, a sufficient rate from the Customer's solid waste Customers to pay the amounts due under this Contract and to otherwise operate the Customer's solid waste collection system, including all applicable sales taxes and billing and collection costs and procedures for customers services hereunder. The Customer shall provide to Republic a copy of all ordinances referenced by this paragraph within thirty (30) days of passing each such ordinance. It is expressly understood by the parties that all payments due by the Customer hereunder are to be made from revenues received by the Customer from the operation of its solid waste collection system and that all payments to be made hereunder shall constitute operating expenses of such waste collection system. Republic shall not have any right to demand payment of any obligation of the Customer under this Contract from funds raised or to be raised by taxation. No obligations of the Customer under this Contract shall be construed to be a debt of the Customer of such kind as to require under the laws of this State the levy and collection of a tax to discharge such obligation.
16. **Section 3.3.1, Littering, Page 20:** Republic should not be liable for any penalty or fines as specified in this section.
17. **Section 3.3.2, Containers, Page 23:** Republic should be liable for any actual repair costs incurred by the Customer in the event of Republic's failure to perform the Services.

The following legal issues need to be addressed in the Contract that may be entered into by Republic and Customer; if Republic is the successful bidder:

18. **Acceptable Waste; Unacceptable Waste:** The Bid response should include a detailed description of the type of waste Republic will collect and dispose of. Further, Republic must have a right to reject any Unacceptable/Hazardous waste provided by any residential or commercial unit.
19. **Title to Waste:** Title to and liability for any Hazardous/Unacceptable waste must not pass to Republic at any time.
20. **Definitions:** The following definitions needs to be added to the Contract:

Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.

Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

Solid Waste. Solid Waste is any nonhazardous solid waste generated where the services are being performed that is not excluded by the provisions of the Contract. Solid Waste shall not include any Unacceptable Waste.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by the Contract. Waste Material does not include any Unacceptable Waste.

The following business issues need to be addressed in the Contract that may be entered into by Republic and Customer; if Republic is the successful bidder:

21. **Exclusivity:** If from business standpoint, the services Republic has to provide to Customer are intended to be exclusive, the Contract should state that the services Republic will provide are exclusive for the locations that Republic service.

Hope this is responsive to your needs.

Best regards,

Republic Legal Support
1-844-233-5947
legalsupport@republicservices.com