



CITY OF GRAND JUNCTION, COLORADO

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**CONTRACT**

This CONTRACT made and entered into this **10<sup>th</sup> day of May 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 **Wagner Equipment Company** hereinafter in the Contract Documents referred to as the "Company."

WITNESSETH:

WHEREAS, the Company shall furnish all labor, tools, supplies, equipment, materials, delivery, and everything necessary and required for the Rental described by the Contract Documents and known as **Water Truck Rental RFQ-5232-23-KF**.

WHEREAS, the Contract has been awarded to the above-named Company by the Owner, and said Company 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 Company, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

**ARTICLE 1**

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

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. Solicitation Documents for the Project, including all Addenda: **Water Truck Rental RFQ-5232-23-KF**
- c. Notice of Award
- d. Company's Response to the Solicitation
- e. Work Change Requests (directing that changed work be performed)
- f. Change Orders.

**ARTICLE 2**

Contract Services: The Company agrees to furnish all labor, tools, supplies, equipment, materials, delivery, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents.

### ARTICLE 3

Contract Time: Time is of the essence with respect to this Contract. The Company hereby agrees to commence Service under the Contract on the date this Contract is fully executed, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Company's Proposal.

### ARTICLE 4

Contract Price and Payment Procedures: The Company shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Seventeen Thousand Nine Hundred and 00/100 Dollars (\$17,900.00)**. 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 RFQ. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or another 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 Company written assurance that lawful appropriations to cover the costs of the additional work have been made.

### ARTICLE 5

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

### ARTICLE 6

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

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

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr.  
9F7B9E7D50F14BC...  
Duane Hoff Jr., Contract Administrator

\_\_\_\_\_  
Date

**Wagner Equipment Company**

DocuSigned by:  
By: Kevin J. Boggs  
C81D33D70B1C4CF...  
Kevin J. Boggs  
Earthmoving Mach Sls Rep

5/10/2023  
\_\_\_\_\_  
Date



**NOTICE OF AWARD**

Date: May 10, 2023  
Company: Wagner Equipment Company  
Project: Water Truck Rental RFQ-5232-23-KF

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Wagner Equipment Company has been awarded the City of Grand Junction Contract for the Water Truck Rental (RFQ-5232-23-KF) to provide rental equipment of one (1) Water Truck with a 4,000-gallon Water Tank to be delivered on May 29, 2023, for a lump sum fee of **\$17,900.00**.

Please notify John Somerlot, Street Maintenance Supervisor, City of Grand Junction Public Works at 970-244-1571, or via email [johnso@gjcity.org](mailto:johnso@gjcity.org) for scheduling and equipment delivery. Send your current Certificate of Insurance to the Purchasing Division.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr.*

Duane Hoff, Jr. Contracts Administrator

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Wagner Equipment Co.

DocuSigned by:

*Kevin J. Boggs*

Kevin J. Boggs

By: \_\_\_\_\_

C81D33D70BTC4CF...

Title: Earthmoving Mach Sls Rep

Date: 5/10/2023



**Purchasing Division**

## **Request for Quote**

**RFQ-5232-23-KF  
Water Truck Rental**

**Responses Due:**  
**April 26, prior to 3:00 PM Local Time**

**\*\*\*Submittal by EMAIL is required for this quote\*\*\***

**Purchasing Representative:**  
Kathleen Franklin, Senior Buyer  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)  
970-244-1513

# **Request for Quote**

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# **1. Instructions to Offerors**

**NOTE:** It is the Offeror'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 Request for Quote (RFQ) is issued by the City of Grand Junction. All contact regarding this RFQ is to be directed to:

**RFQ Questions:**

Kathleen Franklin, Senior Buyer

[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

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 quotes from qualified and interested companies to provide rental equipment of one (1) Water Truck with a 4,000 Gallon Water Tank Capacity, City preferred option. Bid alternate two (2) Water Trucks with a 2,000 Gallon Water Tank Capacity for the City's Chip Seal program. All dimensions and specifications should be verified by Offerors prior to submission of quotes.
- 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 Offerors, by submitting a quote, agree to comply with all conditions, requirements, and instruction of this RFQ 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 Offeror(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.
- 1.5. Procurement Process:** The current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.6. Submission:** Each quote shall be submitted in electronic format only, and only submitted via email to the Purchasing Agent – [kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)
- 1.7. Modification and Withdrawal of Quote Before Opening.** Quotes may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Quotes are to be submitted at any time prior to Quote Opening.
- 1.8. Printed Form for Price Quote:** All Price Quotes must be made upon the Quote Form attached and shall give the amounts both in words and in figures and must be signed and acknowledged by the Offeror.

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

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

All blank spaces in the Price Quote Form must be properly filled out.

Quotes 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.

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

All names must be typed or printed below the signature.

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

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

- 1.9. Exclusions:** No oral, telephonic, or facsimile quote will be considered.
- 1.10. Contract Documents:** The complete RFQ and Offeror's Quote Form compose the Contract Documents.
- 1.11. Examination of Specifications:** Offerors shall thoroughly examine and be familiar with the Quote Specifications. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to its quote. The submission of a Quote shall be taken as evidence of compliance with this section. Prior to submitting a quote, each Offeror shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly;
  - b. Study and carefully correlate Offeror's observations with the *Contract Documents*, and;
  - c. Notify the Purchasing Agent of all conflicts, errors, ambiguities, or discrepancies in or among the *Contract Documents* within the designated inquiry period.



- 1.12. Questions Regarding Specifications:** Any information relative to interpretation of the 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 shared electronically via email. 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 Offeror is 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. Quotes 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 quotes submitted shall be binding for sixty (60) calendar days following opening date, unless the Offeror, upon request of the Purchasing Representative, agrees to an extension.
- 1.17. Exceptions and Substitutions:** All quotes meeting the intent of this RFQ shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state 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 Offeror has not taken exceptions, and if awarded a Contract shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of the quote and Contract Documents.
- 1.18. Collusion Clause:** Each Offeror by submitting a quote 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 quotes shall be rejected if there is evidence or reason for believing that collusion exists among Offerors. The Owner may, or may not, accept future quotes for the same Work or commodities from participants in such collusion.
- 1.19. Disqualification of Offerors:** A Quote 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.

Offerors may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project quote 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 an Offeror and Quote:

- a. More than one Quote is submitted for the same Work from an individual, firm, or corporation under the same or different name; and
- b. Evidence of collusion among Offerors. Any participant in such collusion shall not receive recognition as an Offeror for any future work of the Owner until such participant has been reinstated as a qualified Offeror.

**1.20. Public Disclosure Record:** If the Offeror has knowledge of is employee(s) having an immediate family relationship with a City employee or elected official, the Offeror 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.

## **2. General Contract Conditions**

- 2.1. The Contract:** This Request for Quote, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a Contract equally binding between the City and Offeror. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified with Change Orders, Field Orders, or Addendum(s).
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents and/or Purchase Order shall be signed by the Owner (City). City will provide the contract/purchase order. By executing the contract/purchase order, the Offeror represents its familiarized with the conditions under which the Service/Equipment is to be provided in relation to 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 Contract requirements as defined in the specifications contained herein. All specifications and copies furnished by the City are, and shall remain, City property. It is not to be used on any other project.
- 2.3. Offeror:** The Offeror is the person or organization identified as such in the Solicitation Documents and is referred to throughout the Contract Documents. The term Offeror means the Offeror or its authorized representative. The Offeror shall carefully study and compare the General Contract Conditions of the Contract, Specification, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover.
- 2.4. Insurance:** The selected Offeror 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 Offeror pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Offeror 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.

Offeror shall procure and maintain and, if applicable, shall cause any Subcontractor of the Offeror 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: Offeror 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 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 Offerors owned, hired, or non-owned vehicles assigned to be used in performance of the Contract. 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 Offeror. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Offeror shall be solely responsible for any deductible losses under any policy required above.

- 2.5. Indemnification:** The Offeror shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Offeror shall pay any judgment with costs which may be obtained against the Owner arising out of or under the performance.
- 2.6. Time:** Time is of the essence with respect to the time of fulfilment of the Contract and any other milestones or deadline which are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Contract 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 Contract. The date of commencement of the Contract is the date established in the Contract Documents.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Offeror for the performance of the Contract under the Contract Documents.
- 2.8. 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 Owner.

- 2.9. Assignment:** The Offeror shall not sell, assign, transfer or convey the Contract resulting from this RFQ, in whole or in part, without the prior written approval from the Owner.
- 2.10. Cancellation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by an Offeror may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.11. Compliance with Laws:** Quotes must comply with all Federal, State, County and local laws governing of the service and the fulfillment of the Contract for and on behalf of the public. Offeror hereby warrants that it is qualified to assume the responsibilities herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.12. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Contract or information that comes to the attention of the Offeror during the course of fulfilling such Contract is to be kept strictly confidential.
- 2.13. Conflict of Interest:** No public official and/or City employee shall have interest in the Contract resulting from this Request for Quote.
- 2.14. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Contract; or (3) 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.
- 2.15. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Offeror, agrees to:
- 2.32.1.** 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 Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.32.2.** In all solicitations or advertisements for employees placed by or on behalf of the Offeror, that the Offeror is an Equal Opportunity Employer.
  - 2.32.3.** 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.
- 2.16. Affirmative Action:** In executing a Contract with the City, the Offeror agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.17. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the Contract employ Workers without authorization or otherwise violate the provisions of the Federal

Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

- 2.18. Ethics:** The Offeror 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.
- 2.19. Failure to Deliver:** In the event of failure of the Offeror to deliver in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Contract requirements from other sources and hold the Offeror 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.
- 2.20. 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.
- 2.21. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the Contract.
- 2.22. Independent Offeror:** The Offeror shall be legally considered an Independent Offeror and neither the Offeror 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 Offeror, its servants, or agents. The Owner shall not withhold from the Contract payments to the Offeror any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Offeror. Further, the Owner shall not provide to the Offeror any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.23. Nonconforming Terms and Conditions:** A quote which includes terms and conditions that do not conform to the terms and conditions of this Request for Quote is subject to rejection as nonresponsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from the Quote prior to a determination by the Owner as nonresponsive based on the submission of nonconforming terms and conditions.

Nonresponsive items include but not be limited to:

- a. Submission of the Quote 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 Quote or irregularities of any kind which may tend to make the Quote 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. Submission of a Quote 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;
- g. Tying of the Quote with any other quote or Contract; and
- h. Failure to calculate Quote prices as described herein.

**2.24. Evaluation of Quotes and Offerors:** The Owner reserves the right to:

- reject any and all Quotes,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Offeror,
- negotiate final terms with the Successful Offeror,
- take into consideration past performance of previous awards/Contracts with the Owner of any Offeror, Firm, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive, or conditional Quotes.

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 Quotes.

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

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

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

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

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

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

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

- 2.25. Award of Quote:** The Owner reserves the right to reject any or all quotes, to waive any informalities or technical defects in quotes, and unless otherwise specified by the Owner or by the Offeror, to accept any item(s) or group of items in the bid, as may be in the best interest of the Owner. No verbal explanations, clarifications, additions, or instructions will be binding to either the Owner or the Offeror, except those confirmed in writing.

All Quotes will be awarded to the lowest responsive and responsible Offeror. The Owner reserves the right to determine the lowest responsive and responsible Offeror.

The Owner may involve all or some of the following factors: price; conformity to specifications; financial capacity to perform the services and/or provide commodities; previous performance and reputation; location of required and necessary facilities and/or equipment; availability and proximity of repair parts and/or warranty work; similar experience; delivery; terms of payments; compatibility as required in the quote documents; other associated and necessary costs; other objective and accountable factors which are reasonable.

A signed purchase order/contract furnished to the successful Offeror results in a binding contract without further action by either party.

- 2.26. 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.
- 2.27. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Request for Quote.
- 2.28. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.



- 2.29. Governing Law:** Any agreement as a result of responding to this Request for Quote 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.
- 2.30. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Request for Quote are the responsibility of the Offeror and cannot be charged to the Owner.
- 2.31. 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.
- 2.32. 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 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.

### **3. Specifications**

**3.1. PROJECT DESCRIPTION:** The City of Grand Junction is requesting competitive quotes from qualified and interested companies to provide rental equipment of one (1) Water Truck with a 4,000 Gallon Water Tank Capacity, City preferred. Bid alternate two (2) Water Trucks with 2,000 Gallon Water Tank Capacity for the City's Chip Seal program.

**3.2. RENTAL SPECIFICATIONS:**

**3.2.1. Water Truck:**

3.2.1.1. One (1) Water Truck with a 4,000 Gallon Water Tank (preferred)

3.2.1.2. Bid Alternate: Two (2) Water Trucks with a 2,000 Gallon Water Tank

**3.2.2. Delivery & Pick Up of Equipment:** In preparation for the start-up of the program on May 30, 2023, all rental equipment must be delivered to the City on **May 29, 2023**. After the program is completed on **August 11, 2023** (unless program Work is completed early or an extension is required), equipment may be picked up.

**3.2.3. Delivery Location:** Rental equipment shall be delivered to 333 West Ave, Bldg. A, Grand Junction, CO, 81501.

**3.2.4. Delivery Time:** Shall be between the hours of 7:00 AM and 12:00 PM.

**3.3. SPECIAL CONDITIONS & PROVISIONS:**

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

**3.3.2. Rental Equipment:** The Offeror shall assume responsibility, pay for, and make any and all maintenance, repairs to equipment, and towing services. In case of a breakdown or equipment failure, the City desires a replacement of the unit within **24** hours of notifications by the City Project Manager.

**3.3.3. Incidental Items:** Any item not specifically identified or paid for directly, but which is necessary for the use of rental equipment, will be considered as incidental to, and will be included in the cost of the rental equipment.

**3.3.4. Estimated Quantities:** The quantities indicated in this Invitation for Quote are estimates which pertain to the total aggregate quantities which may be ordered throughout the stated Contract period. Variation of quantities may increase or decrease. The estimates do not indicate single order amounts unless otherwise stated. The Owner makes no guarantees about single order quantities or total aggregate order quantities.

**3.3.5. Minimum Order Quantiles:** The Offeror shall not establish a minimum order quantity for items under this contract.

**3.3.6. Questions Regarding Solicitation Process/Specifications:**

Kathleen Franklin, Senior Buyer  
City of Grand Junction  
[kathleenf@gjcity.org](mailto:kathleenf@gjcity.org)

**3.3.7. Project Manager:** The Project Manager for the Project is John Somerlot, Public Works, Street Maintenance Supervisor, who can be reached at (970)-244-1571. During equipment rental timeline, 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 N 5th St  
Grand Junction, CO 81501

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

Duane Hoff Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**3.3.9. 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.

**3.3.10. Contract:** A binding Contract shall consist of: (1) the RFQ and any amendment(s) thereto, (2) the Offeror's response (quote) to the RFQ, (3) clarification of the quote, if any, and (4) the City's Purchasing Department's acceptance of the quote by "Contract" or by "Purchase Order."

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 Offeror and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The Offeror 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.

**3.3.11. Renewals:** The awarded Offeror and the Owner agree that the Contract may, upon mutual agreement of the Offeror 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.

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

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

- **Offeror's Quote Form**

**3.5. RFQ Tentative Time Schedule:**

Invitation For Quote available	April 7, 2023
Inquiry deadline, no questions after this date	April 17, 2023
Addendum Posted	April 19, 2023
Submittal deadline for Quotes	April 26, 2023
Notice of Award & Contract execution	May 1, 2023
Contract begins no later than	May 29, 2023

## 4. Offeror's Quote Form

**RFQ-5232-23-KF Water Truck Rental**

Base Bid					
Item	Description	Quantity	Units	Unit Price	Total Price
1)	Water Truck with a 4,000 Gallon Water Tank, per specification and time frame stated in the solicitation documents.	1	EA		
Extended Price <b>written</b> _____ dollars.					
2)	Based upon demand, the Chip Seal Program may end early or extend additional days. Please provide daily unit pricing for the addition or deduction of rental days in the event of schedule changes. <b>Unit Price \$</b> _____ <b>per day.</b>				
Extended Price <b>written</b> _____ dollars.					
Notes: _____					
Bid Alternate					
Item	Description	Quantity	Units	Unit Price	Total Price
1)	Water Truck with a 2,000 Gallon Water Tank, per specification and time frame stated in the solicitation documents.	2	EA		
Extended Price <b>written</b> _____ dollars.					
2)	Based upon demand, the Chip Seal Program may end early or extend additional days. Please provide daily unit pricing for the addition or deduction of rental days in the event of schedule changes. <b>Unit Price \$</b> _____ <b>per day.</b>				
Extended Price <b>written</b> _____ dollars.					
Notes: _____					

- Prices in this quote 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 quote for the purpose of restricting competition.
- The individual signing this quote certifies it are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. 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 quote award that are no *less than Net 10 days*.

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

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Offeror 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 Name – (Typed or Printed)

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

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

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

\_\_\_\_\_  
Address of Contractor

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

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

\_\_\_\_\_  
Date

### 3. Offeror's Quote Form

**RFQ-5232-23-KF Water Truck Rental**

Base Bid					
Item	Description	Quantity	Units	Unit Price	Total Price
1)	Water Truck with a 4,000 Gallon Water Tank, per specification and time frame stated in the solicitation documents.	1	EA	\$17,900	\$17,900
Extended Price <b>written</b> <u>Seventeen Thousand, Nine Hundred.00</u> dollars.					
2)	Based upon demand, the Chip Seal Program may end early or extend additional days. Please provide daily unit pricing for the addition or deduction of rental days in the event of schedule changes. <b>Unit Price</b> \$ <u>970.00</u> per day.				
Extended Price <b>written</b> <u>Nine Hundred &amp; Seventy.00</u> dollars.					
Notes: <u>Dependent on Availability, No Guarantee to 3.3.2</u>					
Bid Alternate					
Item	Description	Quantity	Units	Unit Price	Total Price
1)	Water Truck with a 2,000 Gallon Water Tank, per specification and time frame stated in the solicitation documents.	2	EA	\$10,260	\$20,520
Extended Price <b>written</b> <u>Twenty Thousand, Five Hundred &amp; Twenty.00</u> dollars.					
2)	Based upon demand, the Chip Seal Program may end early or extend additional days. Please provide daily unit pricing for the addition or deduction of rental days in the event of schedule changes. <b>Unit Price</b> <u>\$1,120</u> per day.				
Extended Price <b>written</b> <u>One Thousand, One Hundred &amp; Twenty.00</u> dollars.					
Notes: <u>Dependent on Availability, No Guarantee to 3.3.2</u>					

- Prices in this quote 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 quote for the purpose of restricting competition.
- The individual signing this quote certifies it are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-03544. 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 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 30 days after the receipt of the invoice. The Owner

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

State number of Addenda received: 0.

It is the responsibility of the Offeror to ensure all Addenda have been received and acknowledged. By signing below, the Undersigned agree to comply with all terms and conditions contained herein.

Wagner Equipment Company  
Company Name – (Typed or Printed)

Kevin Boss S  
Authorized Agent – (Typed or Printed)

[Signature]  
Authorized Agent Signature

970-589-0296  
Phone Number

2322 I-70 Frontage Rd  
Address of Contractor

Kboss@WagnerEquipment.com  
E-mail Address of Agent

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

4-26-23  
Date



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services, LLC, P.O. Box 7050, Englewood, CO 80155, 800 873-8500. CONTACT NAME: Sheila Bartlet, PHONE: 800 873-8500, FAX: (A/C, No):, E-MAIL ADDRESS: den.contractors@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Zurich American Insurance Company (NAIC # 16535), INSURER B: Travelers Property Cas. Co. of America (25674), INSURER C: Twin City Fire Insurance Company (29459), INSURER D: , INSURER E: , INSURER F: . INSURED: Wagner Equipment Co., Wagner Rents, Inc., PO Box 17620, Denver, CO 80217.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (GLO819637216), Automobile Liability (BAP819637116), Umbrella Liability (ZUP21P5112123NF), Workers Compensation and Employers' Liability (WC819637317), and Crime - Client's Property Off Premises (34KB033512023).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Excess Liability Insurer: Great American Insurance Company Policy Number: TUE405729016 Effective: 03/01/2023 to 03/01/2024 Limits: \$25,000,000 Each Occurrence, \$25,000,000 Aggregate For Informational Purposes Only.

CERTIFICATE HOLDER: Evidence of Coverage. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]