



### NOTICE TO PROCEED

Date: November 7, 2023

Contractor: Western Vegetation Management, Inc.

Project: Wildfire Fuel Reduction Projects IFB-5301-23-DD

In accordance with the contract dated November 2, 2023, the Contractor is hereby notified to begin work on the Project on or before November 20, 2023.

The date of final completion as determined as stated in the Contract.

### CITY OF GRAND JUNCTION, COLORADO

\_\_\_\_\_  
Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Western Vegetation Management Incorporated

By: DocuSigned by:  
MICHAEL UNCAPHER  
8A7D0CCFAB02459... \_\_\_\_\_

Print Name: MICHAEL UNCAPHER

Title: President

Date: 11/7/2023



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this 2nd day of November, 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 Western Vegetation Management, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Wildfire Fuel Reduction Projects IFB-5301-23-DD.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Solicitation Documents for the Project including Addendum; **Wildfire Fuel Reduction Projects IFB-5301-23-DD**
- Notice of Award
- Contractor's Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

## ARTICLE 2

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

## ARTICLE 3

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

## 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 Lump Sum Amount of Eighty-Five Thousand, Six Hundred, Fifty and 00/100 Dollars (\$85,650.00)**. 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 for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final

payment therefore; 3. Thirty (30) days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a Sub-Contractor 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 percent (100%) of the Contract Price set forth in Article 5.

#### ARTICLE 7

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

#### ARTICLE 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 affected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

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

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr.  
9F789E7D59E148C...  
Duane Hoff, Jr. Contracts Administrator

11/6/2023  
Date

**Western Vegetation Management, Inc.**

DocuSigned by:  
By: MICHAEL UNCAPHER  
8A7D0CCFAB02459...  
Michael Uncapher, President

11/2/2023  
Date



**NOTICE OF AWARD**

Date: November 2, 2023  
Company: Western Vegetation Management, Inc.  
Project: Wildfire Fuel Reduction Projects IFB-5301-23-DD

---

---

You have been awarded the City of Grand Junction Contract for the Wildfire Fuel Reduction Projects for a lump sum fee of **\$85,650.00**.

Please notify Ellis Thompson, Community Outreach Specialist for the Fire Department at 970-549-5837 or [ellist@gjcity.org](mailto:ellist@gjcity.org) for project scheduling and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr.*

9F789E7D50E148C...

Duane Hoff, Jr. Contracts Administrator

---

---

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Western Vegetation Management Incorporated

By: DocuSigned by:  
*MICHAEL UNCAPHER*  
8A7D0CCFAB02459...

Title: President

Date: 11/2/2023



**Purchasing Division**

## **Invitation for Bid**

**IFB-5301-23-DD**

### **Wildfire Fuel Reduction Projects**

#### **Responses Due:**

**October 17, 2023, Prior to 2:00 PM**

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

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

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

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

#### **Purchasing Representative:**

**Dolly Daniels, Senior Buyer; Acting as Purchasing Agent**

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

**970-256-4048**

# **Invitation for Bids**

## **Table of Contents**

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



# **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/services being solicited.

- 1.1 A.D.A Document Compliance Requirements:** All work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2 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:

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

- 1.3 Non-Mandatory (Optional) Pre-Bid Meeting/Site Visit:** Prospective Bidders are encouraged to attend a non-mandatory pre-bid meeting and sites visit. **The meeting will begin in the City Hall Auditorium located at 250 N. 5<sup>th</sup> St on Thursday, October 5, 2023, at 8:30 am. From there a site visit will be held at each location beginning with locations in and around Grand Junction and concluding at the Kannah Creek Sites.** The purpose of this meeting and site visits will be to inspect and to clarify the contents of this Invitation for Bids (IFB).
- 1.4 Purpose:** The City of Grand Junction (City) is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for the Wildfire Fuel Reduction Projects. All dimensions and Scope of Work shall be verified by Contractors prior to submission of bids.
- 1.5 The Owner:** The Owner is the City and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.6 Compliance:** All Bidders, 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 clear understanding of the requirements, or should it

appear that various instructions are in conflict, the Bidder(s) shall secure instructions from the Purchasing Agent prior to submittal deadline.

- 1.7 **Procurement Process:** The most current version of the City [Purchasing Policy and Procedure Manual](#) is contracting and applies to this Solicitation.
- 1.8 **Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If the website or other problems arise during response submission, the vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline **800-835-4603**).

Bids shall be formatted as directed in Section 4.0, Contractor’s Bid Form and Price Bid Schedule. Submittals that fail to follow this format may be ruled nonresponsive. The uploaded response shall be a single PDF document with all required information included.

- 1.9 **Solicitation Opening:** To participate in the virtual solicitation opening, please utilize the following information and meeting link:

**Bid Opening Wildfire Fuel Reduction Project IFB-5301-23-DD**

**Oct 17, 2023, 2:00 – 2:30 PM (America/Denver)**

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

<https://meet.goto.com/667405317>

You can also dial in using your phone.

**Access Code:**

**667-405-317**

**United States:**

**[+1 \(408\) 650-3123](tel:+14086503123)**

Join from a video-conferencing room or system.

**Meeting ID:**

**667-405-317**

**Dial in or type:**

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

**Or dial directly:**

**667405317@67.217.95.2 or 67.217.95.2##667405317**

Get the app now and be ready when your first meeting starts:

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

- 1.10 **Modification and Withdrawal of Bids Before Opening** Bids may be modified or withdrawn in writing by the Bidder, duly executing and submitting to the place where Bids are to be submitted at any time prior to Bid Opening.

- 1.11 Form for Price Bid:** All Price Bids must be made upon the Price Bid Schedule attached and state the amounts both in words and in figures and must be signed and acknowledged by the Bidder.

The Bidder 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 Bidder, Bidder'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, LLCs, etc.) must be executed in the entity name by the president or vice president or other business officer accompanied by evidence of authority to sign. The entity address and state of organization of the entity shall be shown below the signature. All names must be typed or printed below the signature.

The Bidder'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.

- 1.12 Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered.
- 1.13 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> .
- 1.14 Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Bid Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.15 Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.16 Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its bid. The submission of a bid shall be taken as evidence of compliance with and understanding. Prior to submitting a bid, each Bidder shall, at a minimum:
- a. Examine the *Contract Documents* thoroughly, and;

- b. Visit the site to familiarize itself with local conditions that may in any manner affect cost, progress, or performance of the Work, and;
- c. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
- d. 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 Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Bid. It shall be the Bidder'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 Bidder 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 Bidder shall be subject to prior approval of Owner and applicable agencies. Bidder 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 Bidder 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 Bidder shall be conclusively presumed to represent that the Bidder 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.

**1.17 Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Agent, in writing, in ample time, prior to the inquiry deadline.

**1.18 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://co-grandjunction.civicplus.com/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.

- 1.19 Taxes:** The Owner is exempt from State, County, and Municipal Sales Tax and Federal Excise Tax, therefore, all fees and costs should not include taxes.
- 1.20 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, Section XVI "Taxes". Bids shall reflect this method of accounting for sales and use taxes on materials, fixtures, and equipment.
- 1.21 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 Agent, agrees to an extension.
- 1.22 Exceptions and Substitutions:** All bids meeting the intent of this IFB shall be considered for award. A Bidder taking exception to the specifications does so at the Bidder's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Bidder 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 Bidder has not taken exception, and if awarded a Contract shall hold the Bidder responsible to perform in strict accordance with the specifications or scope of the bid and Contract Documents.
- 1.23 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.
- 1.24 Disqualification of Bidders:** A Bid will not be accepted from, nor shall a Contract be awarded to, any person, Contractor, 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 of responsibility, have a practical knowledge of the project bid upon and that 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, Contractor, 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.

- 1.25 Public Disclosure Record:** If the Bidder has knowledge of its employee(s) or sub-contractors having an immediate family relationship with an Owner 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 Owner.

## **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 Owner, shall constitute an enforceable Contract equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral including the bid documents. 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 construct the Project 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 and Contractor. By executing the Contract, the Contractor represents that it has 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, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.
- 2.4. The Owner:** The Owner is the City 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 itself 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 that 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 proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at 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. 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 Bidder submits a written request for approval to the Purchasing Agent 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 Bidder 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. Bidders 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 the 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 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, 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.
- 2.16. Insurance Requirements:** The selected Contractor agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract and/or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract 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 Sub-contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contractor. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

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

(b) General Liability insurance with minimum limits of:

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

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

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

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

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per claim

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

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interest provision.

**2.16.1 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the City, its Elected and Appointed Officials, Employees and Volunteers as Additional Insured. Every required policy 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 the Contractor. The Contractor 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 cost which may be obtained by and/or against the Owner growing out of or under the performance.

**2.18. Miscellaneous Conditions: Material Availability:** The Contractor 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.

**2.19. Time:** Time is of the essence with respect to 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 including, 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 the Work on the Commencement Date as noted on the Notice to Proceed and perform the Work expeditiously with adequate forces to complete the Work within the Contract time/by the Completion date.
- 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 Offeror 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 Offeror has ten calendar days to enter into a Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

- 2.23. Performance & Payment Bonds:** The 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). The Contractor shall also furnish any 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, the 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. Delay Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the Parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

The Contractor agrees that the City may use its own forces or hire other parties to obtain Final Completion of the Work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.27. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this Contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it 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.
- 2.29. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.

- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, 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.
- 2.31. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the Contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery 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.
- 2.34. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.35. Assignment:** The Contractor shall not sell, assign, transfer or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36. Compliance with Laws:** Bids must comply with all Federal, State, County, and local laws governing its Work 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 as required by law.

- 2.37 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.
- 2.38 Conflict of Interest:** No public official and/or City/County employee shall have interest in any Contract resulting from this Invitation for Bid.
- 2.39 Contract Termination:** This 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 at least thirty (30) days past notification.
- 2.40 Employment Discrimination:** During the performance of any Work, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.40.2** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.40.3** 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.
- 2.41 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 Section 9 "Affirmative Action/EEO.
- 2.42 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 laws regulating immigration compliance.
- 2.43 Ethics:** The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.44. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, 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 Work, materials and/or administration services necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.45. 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.
- 2.46. 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.
- 2.47. 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.
- 2.48. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Solicitation Documents;



- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or Contract; and
- i. Failure to calculate Bid prices as described herein.

**2.49. Evaluation of Bids and Bidders:** 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 Bidder,
- Take into consideration past performance of previous awards/Contracts with the Owner of any Contractor, Vendor, Contractor, 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 Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

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

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

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

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

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

**2.50. Award of Contract:** Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by a Contract electronically submitted via DocuSign for digital signature. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver the digitally executed Contract via DocuSign. Performance Bond, Payment Bond, and Certificate of Insurance shall be submitted to the City within ten (10) days of Contract execution. No Contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

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

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

**2.52. 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.

**2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s). In no event shall the Owner be liable to the Contractor for any claims, damages, awards and/or costs of defense 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.

**2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**2.55. Venue:** 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.

- 2.56. Expenses:** Expenses incurred in preparation, submission, and presentation of a response to this Invitation For Bid are the responsibility of the Bidder and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.
- 2.58. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).
- 2.59. 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 Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on Owner's solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.
- 2.60. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) 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, C.R.S. 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).

**2.60.1.** "Public project" is defined as:

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

### **3. Statement of Work**

- 3.1 GENERAL:** The City of Grand Junction is soliciting competitive bids from qualified and interested Contractors for all labor, equipment, and materials required for the Wildfire Fuel Reduction Projects. All dimensions and Scope of Work shall be verified by Contractors prior to submission of bids.

Contractors may submit bids on specific items. The City has the option to split the award dependent on individual location pricing.

- 3.2 PROJECT DESCRIPTION/PROJECT ABSTRACT:** Grand Junction Fire Department (GJFD) has received two grants focusing on wildfire fuel reduction with the GJFD service area. The following project areas and guidelines have been identified as priority areas to conduct fuel reduction projects to reduce the risk of wildfire in the community. These sites were chosen based on fuel load, proximity to homes, businesses, critical infrastructure, habitat, and intersections with other City department priorities.

**3.3. SPECIAL CONDITIONS & PROVISIONS:**

- 3.3.1 Non-Mandatory (Optional) Pre-Bid Meeting/Site Visit:** Prospective Bidders are encouraged to attend a non-mandatory pre-bid meeting and sites visit. **The meeting will begin in the City Hall Auditorium located at 250 N. 5<sup>th</sup> St on Thursday, October 5, 2023, at 8:30 am. From there a site visit will be held at each location beginning with locations in and around Grand Junction and concluding at the Kannah Creek Sites.** The purpose of this meeting and site visits will be to inspect and to clarify the contents of this Invitation for Bids (IFB).

**3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:**

Dolly Daniels; Senior Buyer  
City of Grand Junction  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

- 3.3.3 Project Manager:** The Project Manager for the Project is Ellis Thompson, who can be reached at (970) 697-7052. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and emailed or delivered to:

City of Grand Junction  
Attn: Ellis Thompson, Project Manager  
625 Ute Ave.  
Grand Junction, CO 81501  
[ellist@gjcity.org](mailto:ellist@gjcity.org)

**3.3.4 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](mailto:duaneh@gjcity.org)

**3.3.5 Affirmative Action:** The Contractor is not required to submit a written Affirmative Action Program for this Project.

**3.3.6 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.

**3.3.7 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO. Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

**3.3.8 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.

**3.3.9 Timelines:** All projects identified as yellow-billed cuckoo habitats should have work completed between September 15, 2023, and May 15, 2024. **Timeline considerations are noted for each project area.**

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed.

**3.3.10 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 6:00 AM to 7:00 PM, Monday through Friday.

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

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

Special Use Permits  
Signed Waivers from Landowners

**3.3.13 City Furnished Materials:** The City will furnish the following materials for the Project:  
NONE

**3.3.14 Project Communications:** Prior to and during construction, the Contractor will meet with the Project Manager to discuss timelines, challenges, and updates on progress.

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

**3.3.16 Clean-Up:** 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.

**3.3.17 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:

- Project Schedule

**3.3.18 Incidental Items:** Any item of Work not specifically identified or paid for directly which is necessary for the 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.

**3.4 SCOPE OF WORK:** The goal of the Wildfire Fuel Reduction Projects is to reduce the risk of wildfire in the community. These sites were chosen based on fuel load, proximity to homes, businesses, critical infrastructure, habitat, and intersections with other City department priorities. (See individual location descriptions for more detailed information)

**Environmental Considerations:**

- Most project areas fall in the endangered, yellow-billed cuckoo habitat, and to protect the species, removal work may only be completed outside of the nesting season (May 15-September 15). Additionally, phased removal will be done over the course of the year to preserve the species.

- Large pieces of green waste shall not be left in a way that will allow them to enter or obstruct waterways with consideration given to high-water marks. Every effort will be made to prevent smaller pieces of green waste from entering the waterway during high-water.
- Preserving native species and habitat in ways that reduce wildfire risk are important to all project areas.

### **Green Waste Disposal Guidelines**

- All treated material, slash, and chips will be kept at least 10 feet back from the edge of the river or canal.
- **When chipping or masticating:** thoroughly chip all treated material and slash on site. Distribute chip material across the unit. The desired average chip depth is 2 inches or less. Chip depth should not exceed 4 inches.

### **Vegetation Guidelines for all project areas:**

- The terms project area and unit are used interchangeably.
- **Prioritize cutting tamarisk and Russian Olive, dead, and down.** Remove all stems of Russian olive, Siberian elm, and tamarisk under 12 inches in diameter.
  - **Leave all healthy cottonwood stems of any size.**
  - **For unhealthy cottonwood stems** that have significant branch dieback or serious trunk wounds, only remove them if they pose a risk to infrastructure or human safety. Contact the Project Manager for assistance if needed.
  - **For Russian olive and Tamarisk**
    - Leave trees should be the larger diameter trees on the landscape creating a mosaic thinning.
    - Remove any shrubs growing beneath leave trees within 3-5 feet.
  - **Remove all shrubs/ladder fuels (native and non-native) growing directly beneath tree crowns for leave-trees and cottonwood galleries.**
    - If being used, only herbicide treat non-native stumps.
    - See below for shrub-dominated portions of the unit.
  - **Non-native trees over 12 inches in diameter will need to be left, but cottonwood trees are the preferred species.**
    - Do not remove more than 80% of the total tree canopy in the unit (includes all tree species).
    - Select leave-trees based on health of the tree and spacing between other leave-trees.
- Other consideration when determining leave trees include: minimal wounds or basal damage, healthy canopy, good root system that has not been exposed by wind or water.
- Canopy separation does not need to be a consideration in determining leave trees however, the mature leave trees should not be clumped together in one area on the unit.
- If a large tree poses a threat to infrastructure or human safety, it should be removed.
- If the crew is unable to remove a hazard tree, inform the Project Manager.

### **Herbicide Application (may be completed by City of Grand Junction)**

- Use cut-stump treatment with Imazapyr or Garlon with the aquatic label (Garlon 3A) or a comparable aquatic herbicide with the active chemical called Triclopyr.
- The contractor must get any herbicide other than Imazapyr or Garlon 3A approved by the Project Manager prior to commencing work.
- Must be applied to cut stump as soon as possible, within 10 minutes.
- Do not apply to native shrub stumps.

### **Erosion Guidelines and Considerations**

- **Important that the project does not negatively impact erosion or slope degradation.** Trees and shrubs within 10' of banks or on slopes greater than 15% are to be left in place.
- Tree trunks larger than 8 inches in diameter (regardless of species) and longer than 5 feet may be left on site and used for erosion control in areas with slopes.
  - All side limbs should be removed off the trunk by the contractor before being placed on the landscape.
  - Should be placed in a way that is stable and doesn't inhibit wildlife or human access to the area.

### **Green Waste Disposal Guidelines**

- All treated material, slash, and chips will be kept at least 10 feet back from the edge of the river or canal.
- **When chipping or masticating:** thoroughly chip all treated material and slash on site. Distribute chip material across the unit. The desired average chip depth is 2 inches or less.
- **When piling:** specific pile guidelines for each site will be given to the crews before beginning work in a project area.

### **Hazards and situational awareness**

- Every effort will be made by local law enforcement to remove hazardous materials from unhousted persons prior to crew arrival.
- **A spotter should be available for the contractor to ensure safety when removing trees and scattering green waste.**
- **If unhousted persons are encountered during the project, the contractor shall call non-emergent dispatch at 970-242-6707.**
- There are multiple natural and human-caused hazards in the project units. They include power lines, ditches, miscellaneous debris like old fences, concrete, rebar, and materials from unhousted persons. Crews need to be aware at all times and report any safety concerns or hazard mitigation needs to the Project Manager.
- When and where appropriate, signs will be posted nearby to inform visitors of the project by Grand Junction or the Project Manager.
- Contractor must also post work-in-progress signs.
- Contractor staff will need to have situational awareness at all times.
- If the public approaches the project area at any time, all equipment needs to be shut down or put into idle mode until they are clear.
- Any public inquiries to the project should be directed to the Project Manager.



## LOCATIONS

### **HWY 340 Bridge Right-of-way**

CDOT total area = 9.11 (5.94 acres west of midline of bridge, 3.18 acres east of midline of bridge depending on water levels- can be bid as a west and east section independently or together as “riverfront Trail section A”)

### Project Area Map



Treatment Type: Mastication and/or hand-crew and chipper

"This project area is inside City Limits, Companies submitting estimates for hand-crew work must be [licensed through the City Forestry Board.](#)"

Party Completing Work: Private contractor.

Timeline: Must be completed by May 15, 2024

Yellow-Billed Cuckoo Habitat? Yes

Access Notes: Access (shown as a black line) can be made via the bike path on the west side of the bridge. Gradient from path to work area will be amended to accommodate required vehicle traffic. Best access to the east side of the bridge is at low water via the exposed riverbed/cobblestone under the bridge.

General Notes for project area:

- Boundaries of the project area will be flagged prior to work beginning.
- This area is frequented by people experiencing homelessness. All hazardous waste removal will be coordinated prior to work beginning, and people experiencing homelessness will be given proper notification to safely vacate the area while work is being completed.
- Mature cottonwood gallery to be preserved.
- Moderate density understory with well-defined trails.
- Relatively flat terrain with No Thoroughfare Creek running into the river between bridge spans poses an access challenge to the eastern side of the project area, can be divided into two areas for estimate purposes.
- Access to areas under and east of the eastern span of the bridge may or may not be accessible at the time of the project depending on water level. If not accessible this would limit the project to approximately 5.94 acres covering the western bridge span and westward right-of-way.
- Pending permit with CDOT

Desired Outcomes:

- The overall goal is to significantly thin ladder fuels and invasives in the areas highlighted in orange with a priority to remove tamarisk, Russian Olive, and unhealthy elms in order to create a shaded fuel break underneath a healthy cottonwood gallery.
- Green waste should be chipped/masticated on side with a chip depth not to exceed 4 inches.
- Siberian elm, Russian olive, and tamarisk (less than 10 inches DBH) growing in project area to be removed.
- Vegetation between the bridge spans should be completely removed, coordination with CDOT for roadway safety will be required during this process.

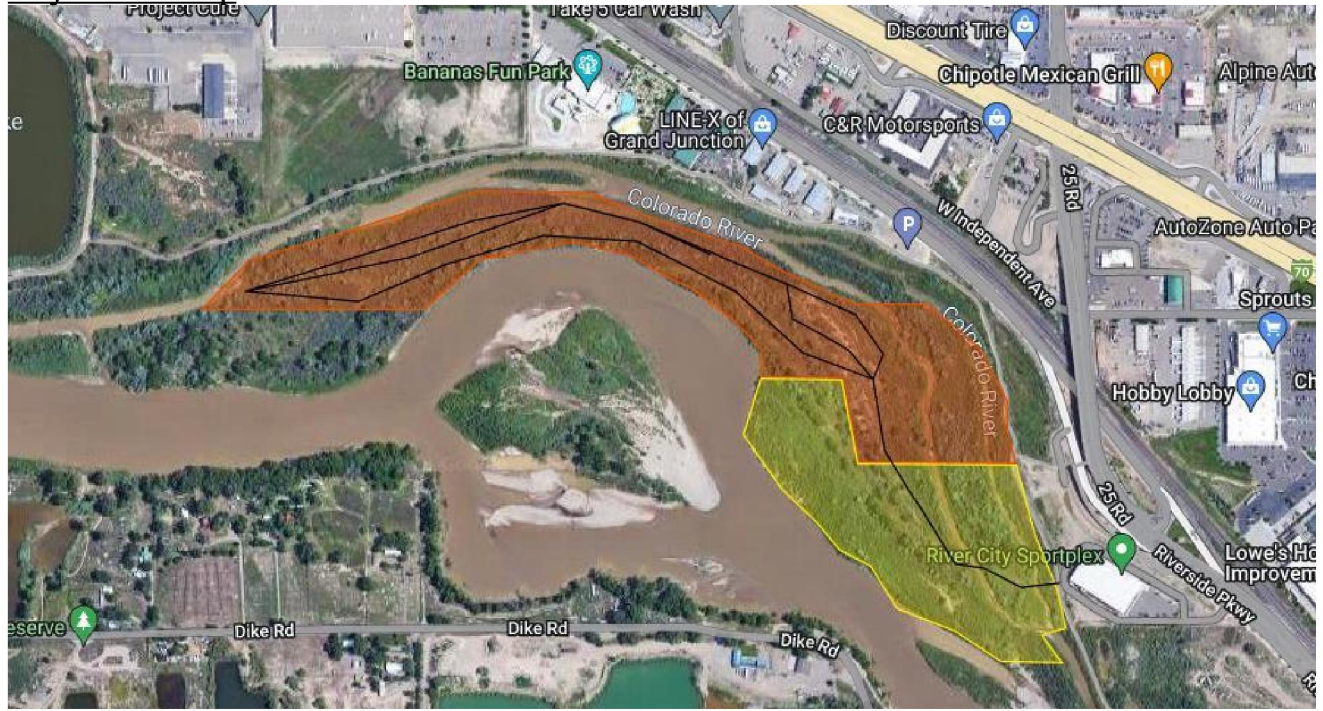
Acres Treated: 9.11

Environmental impacts: Clean and remove hazardous materials from the floodway, reduce fire risk, reduce invasive species, and create space for riparian habitat improvement.

## Riverfront Trail Section B

Access through private land (yellow), City/County (orange) = ~27 Acres

### Project Area Map



Treatment Type: Mastication

Party Completing Work: Private contractor.

Timeline: Must be completed by May 15, 2024

Yellow-Billed Cuckoo Habitat? Yes

Access Notes: Access (shown in black) can be made via the bike path through private land (yellow.) Pending review, access through private land may be widened as needed to allow equipment to complete work on City and County-owned property shown in orange. It is very important to not do any resource damage by moving equipment and people across the property to the project area.

### General Notes for project area:

- Cottonwood stems and trees near seasonal channels and low spots to be preserved (will be flagged as keep trees).
- Very dense Russian olive and tamarisk forest near the inner perennial river channels.
- Lots of dead material in the center of the project area and approaching the main river channel.
- This area is frequented by people experiencing homelessness. All hazardous waste removal will be coordinated prior to work beginning, and people experiencing homelessness will be given proper notification to safely vacate the area while work is being completed.
- Pending access agreement with private landowner

### Desired Outcomes:

- Drivable pathways through the island, safe for tires and easy access for vehicles to maintain the work completed.
- The overall goal is to significantly thin fuels in the areas highlighted in orange (70-80% canopy reduction), by thinning along existing trails and providing mosaic canopy separation between clusters of vegetation.

- Mosaic cluster diameter should be **no more than** twice the height of the tallest plant, with clusters spaced **at least** twice the height of the tallest plant in each cluster.
- Green waste will be chipped and/or masticated and scattered to a depth of no more than 4 inches.
- Do not remove vegetation on slopes greater than 15% or vegetation overhanging waterways.

Acres Treated: 27

Environmental impacts: Clean and remove hazardous materials from the floodway, reduce fire risk, reduce invasive species, and create space for riparian habitat improvement.

# RWP Fish Gate (West Island) and Roller Dam Site

Redlands Water and Power = 8.618 acres

## Project Area Map



Treatment Type: Mastication and/or hand crew with chipper  
Party Completing Work: Private contractor.

Timeline: Work must be completed by May 31, 2024

Yellow-Billed Cuckoo Habitat? No

Access Notes: The larger section of the project located on the island near Redlands Water and Power Fish Gate is best accessed via the Gunnison Dam Road off of Rosevale Road. This property is gated and owned by Redlands Water and Power and access will have to be coordinated with the company. The smaller area located just upstream of the roller dam is best accessed via 26 3/8 Rd. in Orchard Mesa.

General Notes for project area:

- Mature cottonwood gallery on southwest site of Gunnison River and by roller dam on southeast corner of area.
- Moderate to high-density understory with well-defined trails and several large slash piles
- Varied terrain.
- Dense Russian Olive and Tamarisk near river corridor.
- Pending written agreement with private landowner

Desired Outcomes:

- Work completed should be made safe for vehicle tires, with an end state that a mower will be able to safely navigate for maintenance of the project.
- Re-establish the dirt road system on the island and create a shaded fuel break ~25 feet on either side of the road system by reducing ladder fuels in mature cottonwood gallery.
- Masticate several large existing piles of vegetation on the island and clear the understory among a mature cottonwood gallery.
- The overall goal near the roller dam building is to create a shaded fuel break within 100 feet of the building by reducing ladder fuels under mature cottonwoods.
- Green waste will be chipped/masticated and scattered on site to a depth of no less than 4 inches.

Acres Treated: 8.618

Environmental impacts: Reduce fire risk around critical infrastructure and below homes, reduce invasive species, and create space for riparian habitat improvement.

## Grand Junction Water Treatment Plant

City= ~1acre

### Project Area Map



Treatment Type: Hand Crew with chipper

"This project area is inside City Limits, Companies submitting estimates for hand-crew work must be [licensed through the City Forestry Board.](#)"

Party Completing Work: Private contractor.

Timeline: Work must be completed by May 31, 2024

Yellow-Billed Cuckoo Habitat? No

Access Notes: Access will be coordinated with the City of Grand Junction to clear areas just outside of fencing around water treatment plant.

General Notes for project area:

- Mature cottonwoods and large Russian olive with moderate to high-density understory
- Moderate to steep terrain.

Desired Outcomes:

- The overall goal is to reduce ladder fuels in the two drainages within 100' of the fencing around the water treatment plant.
- Leave trees larger than 10" DBH and healthy cottonwoods.
- Larger trunks can be de-limbed and left in place for erosion control.

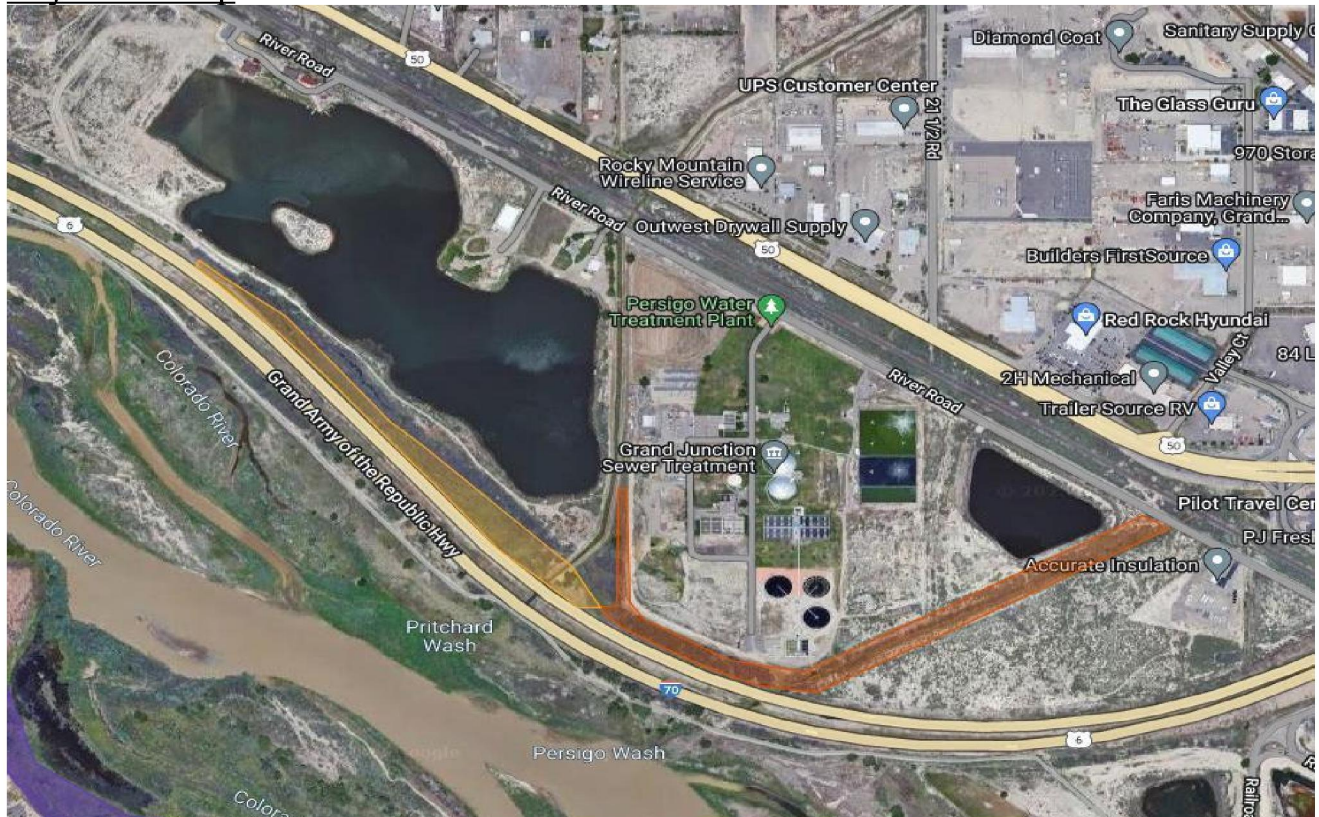
Acres Treated: 1

Environmental impacts: Reduce fire risk around critical infrastructure.

## Persigo Wash (orange) and CDOT Persigo Right-of-way (yellow)

Persigo Wash (orange) = 7.72 acres. CDOT Persigo Right of Way (yellow)= 5.57 acres. Bid separately.

### Project Area Map



**Treatment Type:** Mastication and/or hand crew with chipper

"This project area is inside City Limits, Companies submitting estimates for hand-crew work must be [licensed through the City Forestry Board.](#)"

**Party Completing Work:** Private contractor.

**Timeline:** Work must be completed by October 1, 2024

**Yellow-Billed Cuckoo Habitat?** No

**Access Notes:** Access will be coordinated with CDOT, Grand Junction, and Private Landowners along highway and wash.

### General Notes for project area:

- Dense tamarisk and Russian Olive along I-70 in CDOT Persigo right-of-way
- Moderately dense tamarisk and native shrubs along Persigo wash (orange)
- Private property and project boundaries will be flagged prior to work beginning.
- Pending permit with CDOT and access agreement with private landowner

### Desired Outcomes:

- Clear 25 to 50 feet within all fences as terrain allows, with a desired end state of mowing for maintenance.
- Create a mosaic thinning along CDOT Persigo right-of-way, with an overall 70-80% canopy reduction.



## Redlands Village Pump Station

Private/City = 0.238 Acres

### Project Area Map



Treatment Type: Mastication and/or hand crew with chipper

Party Completing Work: Private contractor.

Timeline: Work must be completed by October 1, 2024

Yellow-Billed Cuckoo Habitat? yes

Access Notes: Access is via Canyon Creek Road and should be coordinated with City of Grand Junction

### General Notes for project area:

- Clear 100' around pump station
- Pending written consent with private landowner

### Desired Outcomes:

- Clear 100' around pump station / protect crucial infrastructure.
- Pending access and work agreement with private landowner

Acres Treated: 1

Environmental impacts: Reduce fire risk around critical infrastructure.

## RWP Irrigation Intake (yellow) and Power Station (orange)

Irrigation Intake = 10.1 Acres, Power Station=3.19 Acres. An estimate should distinguish between areas.

### Project Area Map



Treatment Type: Hand crew with chipper

\*\*\*"This project area is inside City Limits, Companies submitting estimates for hand-crew work must be [licensed through the City Forestry Board.](#)"

Party Completing Work: Private contractor.

Timeline: Work must be completed by October 1, 2024

Yellow-Billed Cuckoo Habitat? No

Access Notes: The best access for irrigation intake (yellow) is via private drive and must be coordinated via RWP. The best access for Power Station (orange/public) is via Power Rd. and the bicycle path south of the shopping center and storage facility. This property managed fuller or in part by Redlands Water and Power and access will have to be coordinated with the company.

General Notes for project area:

- Varied terrain.
- Dense Russian Olive and Tamarisk near riparian corridor.
- Pending written agreement with private landowner

Desired Outcomes:

- Around Irrigation intake, create a thinned space around the building by the canal in accordance with NFPA Firewise recommendations. Beyond 100' of the building, create a mosaic thinning. Do not remove vegetation overhanging the canal or on slopes greater than 15%.
- Around the Power Station and bike path, clear/chip dead and down and remove ladder fuels, limb upkeep trees as needed. Do not remove vegetation that is 10" or more DBH. Do not remove large trees on slopes greater than 15%.
- All green waste should be chipped and scattered to a depth of no more than 4 inches.

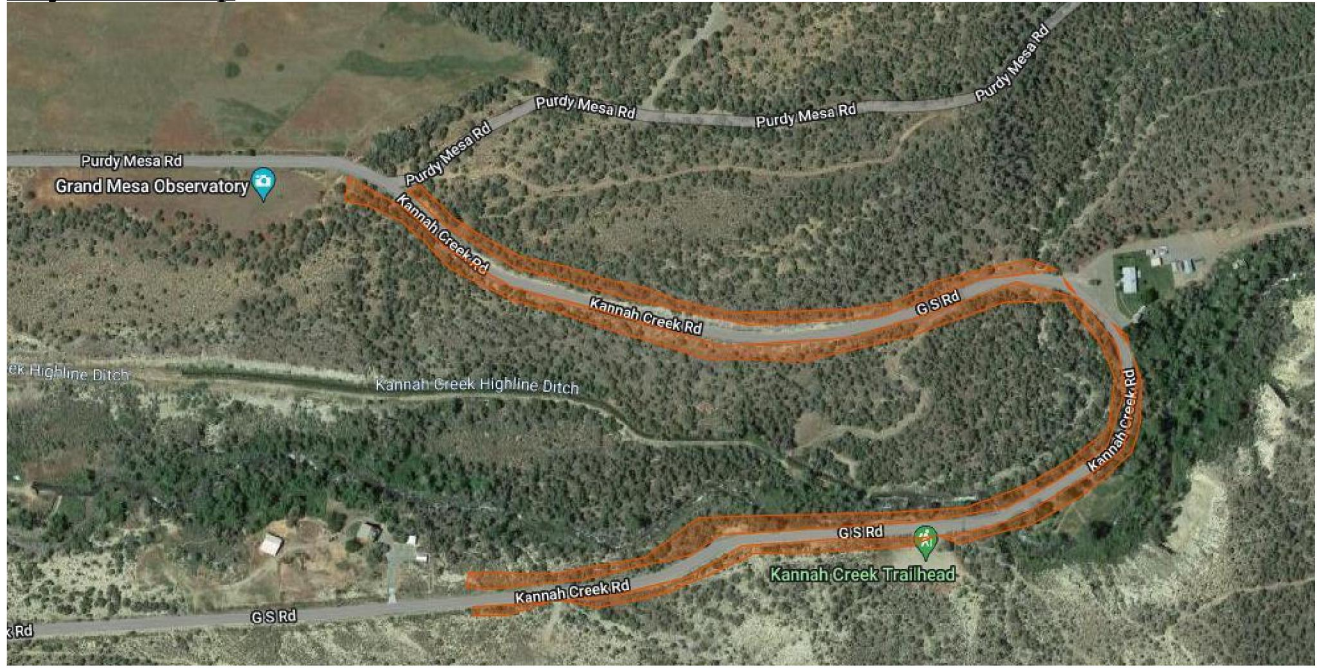
Acres Treated: 13.29

Environmental impacts: Reduce fire risk around critical infrastructure, homes, and businesses. Reduce invasive species.

## Kannah Creek Roadside Thinning

Right-of-way = 5.56 acres

### Project Area Map



Treatment Type: Mastication

Party Completing Work: Private contractor.

Timeline: Work in Pinyon/Juniper Forest must be completed between October 2023 and March 2024 when daytime temps are below 50°F for at least two weeks.

Yellow-Billed Cuckoo Habitat? no

Access Notes: Public. Permit to clear along roads will be coordinated through City of Grand Junction.

### General Notes for project area:

- The timeline for this project is a result of consideration to reducing the spread of ips beetle damage in Pinyon forests.
- Pending agreement with BLM

### Desired Outcomes:

- Masticate within 20 feet on either side of the road. Leave trees larger than 10 inches DBH.
- Green waste can be masticated and left on site IF there is an opportunity for material to dry out before daytime temperatures are above 50°F.

Acres Treated: 5.56

Environmental impacts: reducing the risk of roadside wildfire ignition and protect the municipal watershed.

## Kannah Creek PJ Mosaic

City of Grand Junction + Federal Land = 20.1 acres

### Project Area Map



Treatment Type: Mastication or hand crew and chipper

Party Completing Work: Private contractor.

Timeline: Work in Pinyon/Juniper Forest must be completed between October 2023 and March 2024 when daytime temps are below 50°F for at least two weeks.

Yellow-Billed Cuckoo Habitat? no

Access Notes: This project is near private property. Access must be coordinated. Permit to stage along roads will be coordinated through City of Grand Junction.

### General Notes for project area:

- The timeline for this project is a result of consideration to reducing the spread of ips beetle damage in Pinyon forests.
- Pending agreement with BLM and private landowners
- Project boundaries will be flagged prior to work beginning.

### Desired Outcomes:

- Mosaic thinning with groups of 2-5 trees with 20-30 feet between groups of trees (measures from edge of tree crown)
- Green waste can be chipped or masticated and left on site IF there is an opportunity for material to dry out before daytime temperatures are above 50°F.

Acres Treated: 20.1

Environmental impacts: Protect the municipal watershed.

## Kannah Creek Ladder Fuel Removal

City of GJ = 3.11 acres

### Project Area Map



Treatment Type: Hand crew and chipper

Party Completing Work: Private contractor.

Timeline: Work must be completed by October 1, 2024

Yellow-Billed Cuckoo Habitat? no

Access Notes: Public. Access via roadside for northwestern part of creek and Kannah Creek trailhead for southeastern part of creek

### General Notes for project area:

- Pinyon trees should not be cut if work occurs when daytime temperatures are above 50°F.

### Desired Outcomes:

- Create a shaded fuel break along the head of Kannah Creek Road to prevent fire from spreading into higher elevations.
- Remove dead and down, ladder fuels, and limb up trees where appropriate.
- Leave trees greater than 10 inches DBH.
- Green waste should be chipped and scattered so as not to wash into Kannah creek, or it should be hauled offside.

Acres Treated: 3.11

Environmental impacts: Protect the municipal watershed.

## Panorama Pump Station

Private land and City Land = 11.6 acres

### Project Area Map



Treatment Type: Mastication

Party Completing Work: Private contractor.

Timeline: Must be completed by May 15, 2024

Yellow-Billed Cuckoo Habitat? Yes

Access Notes: Private property, access must be coordinated. City Easement through 678 Wild Rose Way, private property

### General Notes for project area:

- Boundaries of the project area will be flagged prior to work beginning.
- Varied terrain.
- Dense Russian Olive and Tamarisk near riparian corridor.
- Pending written agreement with private landowner

### Desired Outcomes:

- The overall goal is to significantly thin fuels in the areas highlighted in orange (70-80% canopy reduction), by thinning along existing trails and providing mosaic canopy separation between clusters of vegetation.

- Mosaic cluster diameter should be **no more than** twice the height of the tallest plant, with clusters spaced **at least** twice the height of the tallest plant in each cluster.
- Work completed should be made safe for vehicle tires, with an end state that a mower will be able to safely navigate for maintenance of the project.
- Green waste will be chipped and/or masticated and scattered to a depth of no more than 4 inches.
- Do not remove vegetation on slopes greater than 15% or vegetation overhanging waterways.

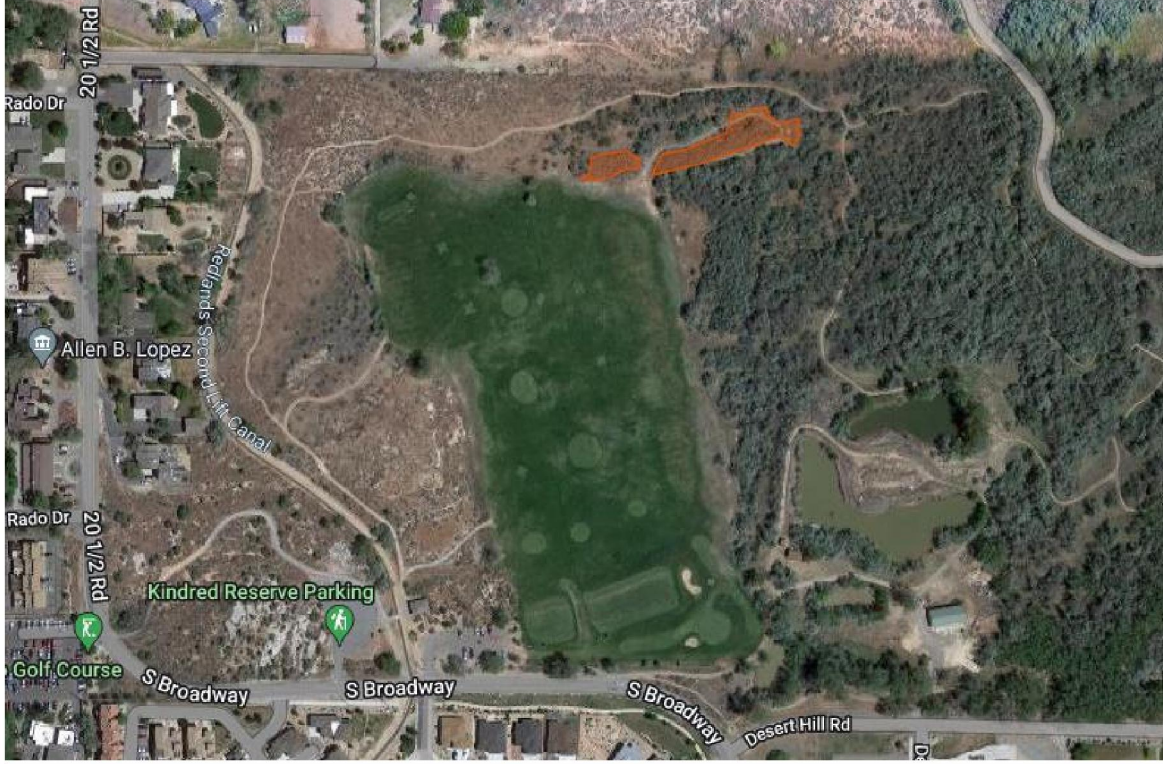
Acres Treated: 11.6

Environmental impacts: Protect critical infrastructure, homes, and reduce invasive species.

## Kindred Reserve Slash Management

City of Grand Junction=0.479 acres

### Project Area Map



Treatment Type: Mastication

Party Completing Work: Private contractor.

Timeline: Work must be completed by October 1, 2024

Yellow-Billed Cuckoo Habitat? no

Access Notes: Public. Best access is via The Kindred Reserve parking area.

### General Notes for project area:

- 

### Desired Outcomes:

- Masticate two large piles of dried slash.

Acres Treated: 0.479

Environmental impacts: reduce dried fuels in City open space.



### 3.5 Attachments:

A: Price Bid Schedule

**3.6 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

### 3.7 IFB TENTATIVE TIME SCHEDULE:

Invitation For Bids available on	September 22, 2023
Non-Mandatory Pre-Bid Site Visits	October 5, 2023
Inquiry deadline, no questions after this date	October 10, 2023
Addendum Posted	October 11, 2023
Submittal deadline for proposals	October 17, 2023, 2:00 PM
City Council Approval (if required)	November 1, 2023
Notice of Award & Contract execution	November 2, 2023
Preconstruction meeting	November 6, 2023
Work begins no later than	November 13, 2023
Final Completion	As stated in solicitation document.

## 4. Contractor's Bid Form

**Bid Date:** \_\_\_\_\_

**Project:** IFB-5301-23-DD "Wildfire Fuel Reduction Projects"

**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 Contractor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the Bidder, authorized to represent the Bidder 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 Bidder proposes to subcontract the following portion of Work:

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

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

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to 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 Bidder or with any competitor.

**Price Bid Schedule**  
**Wildfire Fuel Reduction Projects IFB-5301-23-DD**

<b>Location</b>	<b>Bid</b>
1. Hwy 340 Bridge Right-of-Way	\$ _____
Written Amount _____	Dollars
<hr/>	
2. Riverfront Trail Section B	\$ _____
Written Amount _____	Dollars
<hr/>	
3. RWP Fish Gate (West Island) and Roller Dam Site	\$ _____
Written Amount _____	Dollars
<hr/>	
4. Grand Junction Water Treatment Plant	\$ _____
Written Amount _____	Dollars
<hr/>	
5. Persigo Wash and CDOT Persigo Right-of-Way	\$ _____
Written Amount _____	Dollars
<hr/>	
6. Redlands Village Pump Station	\$ _____
Written Amount _____	Dollars
<hr/>	
7. RWP Irrigation Intake and Power Station	\$ _____
Written Amount _____	Dollars
<hr/>	
8. Kannah Creek Roadside Thinning	\$ _____
Written Amount _____	Dollars
<hr/>	

9. Kannah Creek PJ Mosaic \$ \_\_\_\_\_  
Written Amount \_\_\_\_\_ Dollars

---

10. Kannah Creek Ladder Fuel Removal \$ \_\_\_\_\_  
Written Amount \_\_\_\_\_ Dollars

---

11. Panorama Pump Station \$ \_\_\_\_\_  
Written Amount \_\_\_\_\_ Dollars

---

12. Kindred Reserve Slash Management \$ \_\_\_\_\_  
Written Amount \_\_\_\_\_ Dollars

---

Total All Locations \$ \_\_\_\_\_  
Total Written Amount \_\_\_\_\_ Dollars

---

**Company:** \_\_\_\_\_  
**Authorized Signature:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_



Purchasing Division

## **ADDENDUM NO. 1**

**DATE:** September 25, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Wildfire Fuel Reduction Projects IFB-5301-23-DD

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

Please make note of the following clarifications:

1. Note new time and log in for bid opening on October 17, 2023

**Bid Opening Wildfire Fuel Reduction Projects**  
**Oct 17, 2023, 3:30 – 4:00 PM (America/Denver)**

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

<https://meet.goto.com/473927805>

You can also dial in using your phone.

**Access Code:**

**473-927-805**

**United States:**

**[+1 \(224\) 501-3412](tel:+12245013412)**

Join from a video-conferencing room or system.

**Meeting ID:**

**473-927-805**

**Dial in or type:**

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

**Or dial directly:**

**473927805@67.217.95.2 or 67.217.95.2##473927805**

Get the app now and be ready when your first meeting starts:

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

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado



Purchasing Division

## **ADDENDUM NO. 2**

**DATE:** October 4, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Wildfire Fuel Reduction Projects IFB-5301-23-DD

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

Please make note of the following clarifications:

1. The various locations have been revised as follows:

Hwy 340 Bridge Right-of Way	See revised description and map attached.
Riverfront Trail Section B	See revised description and map attached.
Grand Junction Water Treatment Plant	See revised description and map attached.
Kannah Creek PJ Mosaic	See revised description and map attached.
Kannah Creek Ladder Fuel Removal	See revised description and map attached.
Kindred Reserve Slash Management	See revised description and map attached.
  
2. The following locations have been removed from the scope of work.
  - RWP Fish Gate (West Island) and Roller Dam Site
  - Persigo Wash and CDOT Persigo Right-of-Way
  - Redlands Village Pump Station
  - RWP Irrigation Intake and Power Station
  - Kannah Creek Roadside Thinning
  - Panorama Pump Station
  
3. The City may at its discretion add additional locations and will be addressed by a Change Order to the Contract,
  
4. Use the **revised Price Bid Schedule** (Attached) for pricing only required locations. This form must be submitted with the bid and signed Contractor's Bid Form.
  
5. Section 3.4 Vegetation Guidelines for all Project areas has been revised as follows:

**Vegetation Guidelines for All Project Areas:**

  - The terms project area and unit are used interchangeably.
  - Pruning of leave trees must be performed by a licensed tree service.
  - Removal of trees 8 inches in diameter at breast height (DBH) or larger must be performed by a licensed tree service.

- The City does not consider tamarisk to be a tree (large shrub) and can be removed by general contractors at any stem diameter.
- Prioritize cutting and mulching tamarisk, Russian Olive, and dead / downed woody material.
- Remove all tamarisk except for plants that are growing in locations controlling erosion (see Erosion Guidelines and Considerations below) or if directed differently within project descriptions below.
- Remove all stems of Russian olive, Siberian elm, and tree of heaven less than 8 inches in diameter.
- Remove all stems of Russian olive, Siberian elm, and tree of heaven over 8 inches in diameter that are dead or dying.
- Leave all healthy cottonwood stems of any size.
- Leave all other tree species unless specifically noted for removal within project descriptions below.
- For unhealthy cottonwood stems that have significant branch dieback or serious trunk wounds believed to pose a risk to infrastructure or human safety, identify locations and contact Project Manager to request inspection from the City Forester to receive approval for removal.
- Contact the project manager to request inspection from the City Forester of areas where the growth of healthy 8-inch diameter or larger Russian olive, Siberian elm, or tree of heaven are competing with cottonwood trees.
  - City Forester may request removal of competing trees to improve the health of cottonwood trees.
- Remove all shrubs/ladder fuels (native and non-native) growing directly beneath tree crowns for leave-trees and cottonwood galleries.
  - If being used, only herbicide treat non-native stumps.
  - See below for shrub-dominated portions of the unit.
- Non-native trees over 8 inches in diameter will need to be left, but cottonwood trees are the preferred species.
  - Do not remove more than 80% of the total tree canopy in the unit (including all tree species).
  - Select leave-trees based on health of the tree and spacing between other leave-trees.
- Other considerations when determining leave-trees include minimal wounds or basal damage, healthy canopy, good root system that has not been exposed by wind or water.
- Canopy separation does not need to be a consideration in determining leave-trees however, the mature leave-trees should not be clumped together in one area on the unit.
- If a large tree poses a threat to infrastructure or human safety, contact Project Manager to request inspection from the City Forester to receive approval for removal.
- If the crew is unable to remove a hazard tree, inform the Project Manager.

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

All other conditions of subject remain the same.

Respectfully,



Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado



## LOCATIONS

### **HWY 340 Bridge Right-of-way**

CDOT total area = 7.81 (5.36 acres west of midline of bridge, 2.45 acres east of midline of bridge depending on water levels- can be bid as a west and east section independently or together as “riverfront Trail section A”)

#### Project Area Map



Treatment Type: Mastication and/or hand-crew and chipper with herbicide application on woody stumps greater than 4”

Party Completing Work: Private contractor.

Timeline: Must be completed by May 15, 2024

Yellow-Billed Cuckoo Habitat? Yes

Access Notes: Access (shown as a black line) can be made via the bike path on the west side of the bridge. Gradient from path to work area will be amended to accommodate required vehicle traffic. Best access to the east side of the bridge is at low water via the exposed riverbed/cobblestone under the bridge.

#### General Notes for project area:

- Boundaries of the project area will be flagged prior to work beginning.
- This area is frequented by people experiencing homelessness. All hazardous waste removal will be coordinated prior to work beginning, and people experiencing homelessness will be given proper notification to safely vacate the area while work is being completed.
- Mature cottonwood gallery to be preserved.
- Moderate density understory with well-defined trails.
- Relatively flat terrain with No Thoroughfare Creek running into the river between bridge spans poses an access challenge to the eastern side of the project area, can be divided into two areas for estimate purposes.

- Access to areas under and east of the eastern span of the bridge may or may not be accessible at the time of the project depending on water level. If not accessible this would limit the project to approximately 5.94 acres covering the western bridge span and westward right-of-way.
- Pending permit with CDOT

Desired Outcomes:

- The overall goal is to significantly thin ladder fuels and invasives in the areas highlighted in orange with a priority to remove tamarisk, Russian Olive, and unhealthy elms in order to create a shaded fuel break underneath a healthy cottonwood gallery.
- Green waste should be chipped/masticated on side with a chip depth not to exceed 4 inches.
- Siberian elm, Russian olive, and tamarisk (less than 10 inches DBH) growing in project area to be removed.
- Vegetation between the bridge spans should be completely removed, coordination with CDOT for roadway safety will be required during this process.

Acres Treated: 7.81

Environmental impacts: Clean and remove hazardous materials from the floodway, reduce fire risk, reduce invasive species, and create space for riparian habitat improvement.

## Riverfront Trail Section B

Access through private land (yellow), City/County (orange) = ~27 Acres

### Project Area Map



**Treatment Type:** Mastication and/or hand-crew and chipper with herbicide application for woody stems greater than 4" diameter

**Party Completing Work:** Private contractor.

**Timeline:** Must be completed by May 15, 2024

**Yellow-Billed Cuckoo Habitat?** Yes

**Access Notes:** Access (shown in black) can be made via the bike path through private land (yellow.) Pending review, access through private land may be widened as needed to allow equipment to complete work on City and County-owned property shown in orange. It is very important to not do any resource damage by moving equipment and people across the property to the project area.

### General Notes for project area:

- Cottonwood stems and trees near seasonal channels and low spots to be preserved (will be flagged as keep trees).
- Very dense Russian olive and tamarisk forest near the inner perennial river channels.
- Lots of dead material in the center of the project area and approaching the main river channel.
- This area is frequented by people experiencing homelessness. All hazardous waste removal will be coordinated prior to work beginning, and people experiencing homelessness will be given proper notification to safely vacate the area while work is being completed.
- Pending access agreement with private landowner

### Desired Outcomes:

- Drivable pathways through the island, safe for tires and easy access for vehicles to maintain the work completed.
- The overall goal is to significantly thin fuels in the areas highlighted in orange (70-80% canopy reduction), by thinning along existing trails and providing mosaic canopy separation between clusters of vegetation.
- Mosaic cluster diameter should be **no more than** twice the height of the tallest plant, with clusters spaced **at least** twice the height of the tallest plant in each cluster.
- Green waste will be chipped and/or masticated and scattered to a depth of no more than 4 inches.
- Do not remove vegetation on slopes greater than 15% or vegetation overhanging waterways.

**Acres Treated:** 27

**Environmental impacts:** Clean and remove hazardous materials from the floodway, reduce fire risk, reduce invasive species, and create space for riparian habitat improvement.

## Grand Junction Water Treatment Plant

City= ~1 acre

### Project Area Map



Treatment Type: Hand Crew with chipper

Party Completing Work: Private contractor.

Timeline: Work must be completed by May 31, 2024

Yellow-Billed Cuckoo Habitat? No

Access Notes: Access will be coordinated with the City of Grand Junction to clear areas just outside of fencing around water treatment plant.

### General Notes for project area:

- Mature cottonwoods and large Russian olive with moderate to high-density understory
- Moderate to steep terrain.

### Desired Outcomes:

- The overall goal is to reduce ladder fuels in the two drainages within 100' of the fencing around the water treatment plant.
- Leave trees larger than 10" DBH and healthy cottonwoods.
- Larger trunks can be de-limbed and left in place for erosion control.

Acres Treated: 1

Environmental impacts: Reduce fire risk around critical infrastructure.

## Kannah Creek PJ Mosaic

City of Grand Junction +Private Land ≈19 acres

### Project Area Map



Treatment Type: Mastication and/or hand crew and chipper

Party Completing Work: Private contractor.

Timeline: Work in Pinyon/Juniper Forest must be completed between October 2023 and March 2024 when daytime temps are below 50°F for at least two weeks.

Yellow-Billed Cuckoo Habitat? no

Access Notes: This project is near private property. Access must be coordinated. Permit to stage along roads will be coordinated through City of Grand Junction.

### General Notes for project area:

- The timeline for this project is a result of consideration to reducing the spread of ips beetle damage in Pinyon forests.
- Pending agreement private landowners
- Project boundaries will be flagged prior to work beginning.

### Desired Outcomes:

- Mosaic thinning of Pinyon-Juniper and greasewood with groups of 2-5 trees with 20-30 feet between groups of trees (measures from edge of tree crown)
- Remove dead/down along creek bed on private property- minor disturbances only.  
Clear trees under 8" DBH within 15 feet either side of the road
- Green waste can be chipped or masticated and left on site IF there is an opportunity for material to dry out before daytime temperatures are above 50°F. If not, green waste must be hauled off site.

Acres Treated: 19

Environmental impacts: Protect the municipal watershed. Reduce the risk of roadside wildfire ignition and protect the municipal watershed.

## Kannah Creek Ladder Fuel Removal

City of GJ = 3.11 acres

### Project Area Map



Treatment Type: Hand crew and chipper

Party Completing Work: Private contractor.

Timeline: Work must be completed by October 1, 2024

Yellow-Billed Cuckoo Habitat? no

Access Notes: Public. Access via roadside for northwestern part of creek and Kannah Creek trailhead for southeastern part of creek

### General Notes for project area:

- Pinyon trees should not be cut if work occurs when daytime temperatures are above 50°F.
- Only remove dead/down and non-perennial ladder fuels.

### Desired Outcomes:

- Create a shaded fuel break along the head of Kannah Creek Road to prevent fire from spreading into higher elevations.
- Remove dead and down, ladder fuels, and limbs up trees where appropriate.
- Leave trees greater than 10 inches DBH.
- Green waste should be chipped and scattered so as not to wash into Kannah creek, or it should be hauled offside.

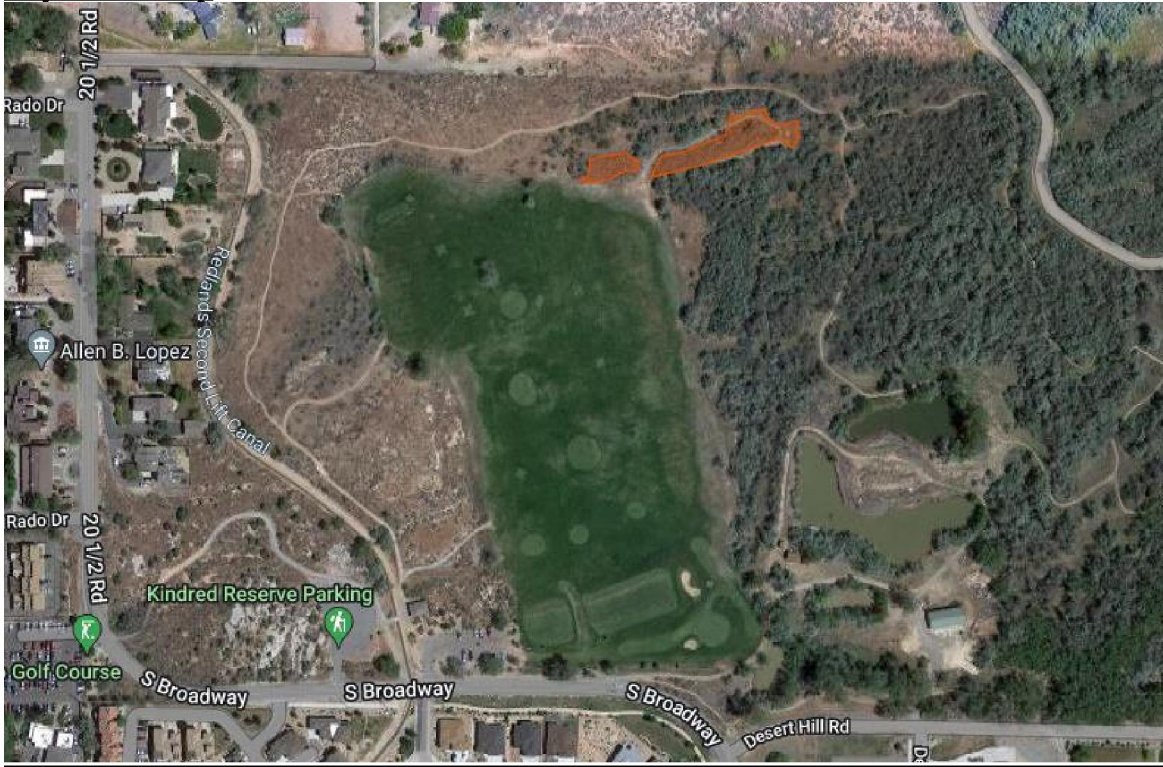
Acres Treated: 3.11

Environmental impacts: Protect the municipal watershed.

# Kindred Reserve Slash Management

City of Grand Junction=0.479 acres

## Project Area Map



Treatment Type: Mastication

Party Completing Work: Private contractor.

Timeline: Work must be completed by October 1, 2024

Yellow-Billed Cuckoo Habitat? no

Access Notes: Public. Best access is via The Kindred Reserve parking area.

General Notes for project area:

- 

Desired Outcomes:

- Masticate two large piles of dried slash.

Acres Treated: 0.479

Environmental impacts: reduce dried fuels in City open space.

**Price Bid Schedule  
Wildfire Fuel Reduction Projects IFB-5301-23-DD  
Addendum No. 2**

<b>Location</b>	<b>Bid</b>
1. Hwy 340 Bridge Right-of-Way	\$ _____
Written Amount _____	Dollars
2. Riverfront Trail Section B	\$ _____
Written Amount _____	Dollars
3. Grand Junction Water Treatment Plant	\$ _____
Written Amount _____	Dollars
4. Kannah Creek PJ Mosaic	\$ _____
Written Amount _____	Dollars
5. Kannah Creek Ladder Fuel Removal	\$ _____
Written Amount _____	Dollars
6. Kindred Reserve Slash Management	\$ _____
Written Amount _____	Dollars
<b>Total All Locations</b>	<b>\$ _____</b>
<b>Total Written Amount</b> _____	<b>Dollars</b>

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_





**Purchasing Division**

## **ADDENDUM NO. 3**

**DATE: October 11, 2023**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: Wildfire Fuel Reduction Projects IFB-5301-23-DD**

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

Please make note of the following clarifications:

1. The following attachment requires a GIS Mapping Program to open. It provides mapping to all locations.



solicitation  
kmz.kmz

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels". The signature is written in a cursive, flowing style.

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado

**4. Contractor's Bid Form**Bid Date: 10-17-2023

Project: IFB-5301-23-DD "Wildfire Fuel Reduction Projects"

Bidding Company: WESTERN VEGETATION MANAGEMENT INCName of Authorized Agent: MICHAEL MUNCAPHEREmail: muncapher@hotmail.comTelephone: 970 618 2567 Address: 337 CLEVELAND PLCity: CARBONDALE State: CO Zip: 81623

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 Contractor to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the Bidder, authorized to represent the Bidder 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 3 percent of the net dollar will be offered to the Owner if the invoice is paid within 12 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: 3

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: WESTERN VEGETATION MANAGEMENT INCAuthorized Signature: M. MuncapherTitle: PRESIDENT

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

Name & address of Sub-Contractor	Description of Work to be performed	% of Contract
<u>DALY PROPERTY MGMT</u>	<u>HERBICIDE APPLICATION</u>	<u>10</u>
<u>ESTABLISHING ROOTS</u>	<u>ARBORIST</u>	<u>10</u>
<u>TIMBERWOLF INDUSTRIES</u>	<u>EQUIPMENT OPERATOR</u>	<u>35</u>
<u>CO XSCAPE</u>	<u>SAW WORK</u>	<u>15</u>

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

By submission of the Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to 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 Bidder or with any competitor.



MICHAEL UNCAPHOR

**Price Bid Schedule  
Wildfire Fuel Reduction Projects IFB-5301-23-DD  
Addendum No. 2**

Location	Bid
1. Hwy 340 Bridge Right-of-Way	\$ <u>15,900</u>
Written Amount	<u>FIFTEEN THOUSAND NINE HUNDRED</u> Dollars
2. Riverfront Trail Section B	\$ <u>41,150</u>
Written Amount	<u>FORTY ONE THOUSAND ONE HUNDRED FIFTY</u> Dollars
3. Grand Junction Water Treatment Plant	\$ <u>4,200</u>
Written Amount	<u>FOUR THOUSAND TWO HUNDRED</u> Dollars
4. Kannah Creek PJ Mosaic	\$ <u>13,550</u>
Written Amount	<u>THIRTEEN THOUSAND FIVE HUNDRED FIFTY</u> Dollars
5. Kannah Creek Ladder Fuel Removal	\$ <u>8,400</u>
Written Amount	<u>EIGHT THOUSAND FOUR HUNDRED</u> Dollars
6. Kindred Reserve Slash Management	\$ <u>2,450</u>
Written Amount	<u>TWO THOUSAND FOUR HUNDRED FIFTY</u> Dollars
Total All Locations	\$ <u>85,650</u>
Total Written Amount	<u>EIGHTY FIVE THOUSAND SIX HUNDRED FIFTY</u> Dollars

Company: WESTERN VEGETATION MANAGEMENT INC

Authorized Signature: 

Printed Name: MICHAEL UNCAPHER

## IFB-5301-23-DD "WILDFIRE FUEL REDUCTION PROJECTS"

Prepared by: Western Vegetation Management Inc  
Mike Uncapher, President  
Cell: 970-618-2567 email: [muncapher@hotmail.com](mailto:muncapher@hotmail.com)

### QUALIFICATIONS OF THE BIDDER AND ITS SUBCONTRACTOR(S)

Western Vegetation Management is a provider of forestry, wildfire mitigation, and land improvements. WVM is located in Carbondale, Colorado. The sole owner of WVM, Mike Uncapher, began the business in 2006 after a 10+ year career with the USFS doing wildland firefighting, fuels management, and crew supervision. Prior to working for the USFS, Mike had several jobs working as a landscape architect. Mike utilizes a crew of seasoned operators to accomplish projects for federal, state, county, and local government agencies as well as HOA's and private property. Working closely with fire departments, land managers, HOA boards, and private citizens on wildfire mitigation and forest health projects is Mikes' passion. All work is directly supervised by Mike and he is always the primary point of contact from the initial meetings to the final walk through.

WVM has invested in proven equipment for accomplishing wildfire mitigation and habitat enhancement work in the demanding conditions found throughout Colorado. With three different types of tracked mastication tractors, log skidder, tracked chipper, and wheeled chipper, WVM can accomplish work in challenging terrain with minimum ground compaction/disturbance. WVM works on projects in Colorado year-round every year. WVM has an excellent safety record and a very successful history of working with land managers and owners.

### 1. APPROACH/METHODOLOGY FOR EACH PROJECT

**Hwy 340 Bridge Right of Way:** To accomplish the desired outcomes of habitat improvement, hazardous fuels reduction, and invasive species reduction, WVM proposes that a majority of the work be accomplished by hand cutting materials and chipping them with a 16" capacity rubber tracked remote control chipper. Some areas may be treated with a rubber tracked masticator which will have the

benefit of grinding the remaining stumps down to ground level making the area easier to maintain as well as easier to travel through. Chainsaw operators will be used to hand cut materials from under the dripline of leave trees to prevent damage to the desirable trees. WVM has successfully used this equipment in the winter and will be able to accomplish this work in the winter when water levels are lowest. The price provided by WVM includes the application of herbicide per the contract guidelines as well as meeting the requirement for a certified arborist to accomplish the cutting of larger trees. For this project, WVM intends to move all equipment off site each day to minimize the possibility of vandalism overnight.

Proposed equipment:

2023 Caterpillar 299 Forestry Model with 72" FAE mulching head

2009 Vermeer Remote Controlled Tracked Chipper with 16" capacity

Proposed staff:

Herbicide application, Daly Property Management

Arborist, Sherman DeBruhl,

Equipment operators, WVM, Timberwolf Industries

Chainsaw operators, WVM, CO XScape

Proposed schedule:

Begin work in December 2023 and complete work within 10 working days.

**Riverfront Trail Section B:** To accomplish the desired outcomes of habitat improvement, hazardous fuels reduction, and invasive species reduction, WVM proposes that a majority of the work be accomplished by using a steel tracked masticator with a 96" wide cut path. Additional detail work and removal of larger trees would be accomplished with a 16" capacity tracked chipper. Chainsaw operators will be used to hand cut materials from under the dripline of leave trees to prevent damage to the trees. WVM has successfully used this equipment in the winter and will be able to accomplish this work in the winter when water levels are lowest. The price provided by WVM includes the application of herbicide per the contract guidelines as well as meeting the requirement for a certified arborist to accomplish the cutting of larger trees. For this project, WVM intends to move all equipment off site each day to minimize the possibility of vandalism overnight.

Proposed equipment:

2021 Prime Tech PT300 Masticator with 96" FAE mulching head

2009 Vermeer Remote Controlled Tracked Chipper with 16" capacity

Proposed staff:

Herbicide application, Daly Property Management

Arborist, Sherman DeBruhl,

Equipment operators, WVM, Timberwolf Industries

Chainsaw operators, WVM, CO XScape

Proposed schedule:

Begin work in January 2024 and complete work within 16 working days.

**Grand Junction Water Treatment Plant:** To accomplish the desired outcomes of habitat improvement, hazardous fuels reduction, and invasive species reduction, WVM proposes that this work be accomplished by hand cutting materials and chipping them with a 16" capacity rubber tracked remote control chipper. The price provided by WVM includes the application of herbicide per the contract guidelines as well as meeting the requirement for a certified arborist to accomplish the cutting of larger trees.

Proposed equipment:

2009 Vermeer Remote Controlled Tracked Chipper with 16" capacity

Proposed staff:

Herbicide application, Daly Property Management

Arborist, Sherman DeBruhl,

Equipment operators, WVM, Timberwolf Industries

Chainsaw operators, WVM, CO XScape

Proposed schedule:

Begin work in December 2023 and complete work within 2 working days.

**Kannah Creek PJ Mosaic:** To accomplish the desired outcomes of reducing wildfire risk and protecting the watershed, WVM proposes that a majority of the work be accomplished by mastication with heavy accumulations of debris to be chipped with a

tracked chipper. Chainsaw operators will be utilized to work under the dripline of trees to remain to prevent damage to the remaining trees. WVM has successfully used this equipment in the winter and will be able to accomplish this work in the winter regardless of snow accumulation.

Proposed equipment:

2022 Caterpillar 309 Forestry Model Excavator with 40" FAE mulching head

2023 Caterpillar 299 Forestry Model with 72" FAE mulching head

2009 Vermeer Remote Controlled Tracked Chipper with 16" capacity

Proposed staff:

Equipment operators, WVM, Timberwolf Industries

Chainsaw operators, WVM, CO XScape

Proposed schedule:

Begin work in January 2024 and complete work within 10 working days.

**Kannah Creek Ladder Fuel Removal:** To accomplish the desired outcome of protecting the municipal watershed, WVM proposes that the work be accomplished by hand cutting materials and chipping them with a 16" capacity rubber tracked remote control chipper. WVM has successfully used this equipment in the winter and will be able to accomplish this work in the winter when water levels are lowest.

Proposed equipment:

2009 Vermeer Remote Controlled Tracked Chipper with 16" capacity

Proposed staff:

Equipment operators, WVM, Timberwolf Industries

Chainsaw operators, WVM, CO XScape

Proposed schedule:

Begin work in January 2024 and complete work within 6 working days.

**Kindered Reserve Slash Management:** To accomplish the goal of reducing hazardous fuels in City Open Space, WVM proposes that the work be accomplished by mastication.



Proposed equipment:

2021 Prime Tech PT300 with 96" FAE Mulching Head

Proposed staff:

WVM

Proposed schedule:

Begin work in December 2023 and complete work in 1 working day

2. AVALIBILITY

WVM intends to start this work in December of 2023 and complete the work no later than March 1st to allow adequate time for pinon debris to dry out before first flight of the ipps beetle. For areas in the floodplain, this timeline will allow the best access because water levels will be at their lowest level.

WVM will make all listed equipment available to this project as well as additional equipment in the event of a mechanical issue with the equipment listed for each project.

3. LIST OF SIMILAR WORK

2023 Pitkin County Open Space and Trails, mastication for habitat improvements within the Filoha Meadows and Sky Mountain Park properties. Removal of brush by mastication and lop and scatter was completed with our Prime Tech PT300 masticator and hand crews. 105 acres at 50-90% removal.

2022 Redstone Campground, 132 acres of mastication at 50% removal. This project was funded by Pitkin County, USFS, and Carbondale Fire. For this project we used our 2021 Prime Tech PT 300 Mulcher to masticate the steepest areas.

2021 Swiss Village, 29 acres of mastication at 75%. Difficult terrain due to deep washes and rocky soils. This project was funded by Pitkin County, USFS, and Carbondale Fire.

2020-2023 Elk Spring HOA, approximately 50 acres of work in the pinon/juniper forested areas of the HOA. Work has included: removal of individual trees along roadways for fuel

breaks, thinning of forest by lop and scatter to create fuel breaks, limbing and ladder fuel removal along roadways, and residential tree removal for defensible space.

2022-2023 Pandoras Ski Area Expansion on Aspen Mountain. Mastication of trees, limbs and tops from logging, and tree stumps on very steep terrain. For this project, we used our John Deere 548G Skidder, Caterpillar D3 Mulcher, and 2021 Prime Tech PT300 Mulcher to produce gladed ski zones, ski runs, as well as preparing the lift line across 150 acres.

#### 4. REFERENCES

Liza Mitchell, Natural Resource Planner and Ecologist, Pitkin County Open Space and Trails

email: [liza.mitchell@pitkincounty.com](mailto:liza.mitchell@pitkincounty.com)

Phone: 970-429-2796

Multiple mastication projects on USFS lands and Open Space and Trails lands that were co-funded by Pitkin County. 2021 Swiss Village 29 acres. 2022 Redstone Campground 132 acres. 2023 Red Butte Open Space 10 acres. 2023 Sky/Filoha 105 acres.

Eric Lovgren, Eagle County Colorado Wildfire Mitigation Manager

email: [eric.lovgren@eaglecounty.us](mailto:eric.lovgren@eaglecounty.us)

Phone: 970-328-8742

Multiple years of work on wildfire mitigation projects within Eagle County that have been funded by private, county, state, and federal funds. Tree removal, brush mastication, logging residue clean-up. Work completed by mastication, chipping, lop and scatter, and conventional logging.

Mark Asher, Manager of Starwood Ranch, Aspen CO

email: [mark@starwood.org](mailto:mark@starwood.org)

Phone: 970-925-8939

Multiple years of work on wildfire mitigation/forest health projects within the Starwood HOA in Aspen CO. Logging, forest health, lop and scatter, chipping, mastication.

Ed Holub, Wildfire Mitigation Committee Chair, Elk Springs HOA, Glenwood Springs  
email: [fmc@elkspringshoa.com](mailto:fmc@elkspringshoa.com)

Phone: 303-506-8472

Multiple years of work on FRWRM State co-funded mitigation projects within the HOA.  
Removal and limbing/ladder fuel work in the pinon/juniper forested areas.

SUMMARY

This is a challenging project and Western Vegetation Management is prepared to provide a unique approach to get this done in a way that results in better habitat and wildfire resilience for all of the project areas. Thank you for taking the time to consider this approach and bid!



Liberty Mutual Surety  
Attention: LMS Claims  
PO Box 34526  
Seattle, WA 98124  
Phone: (206) 473-6210  
Fax: (866) 548-6873  
Email: HOSCL@libertymutual.com  
www.LibertyMutualSuretyClaims.com

## PERFORMANCE BOND

Bond Number: **32S618150**

KNOW ALL MEN BY THESE PRESENTS, that we Western Vegetation Management Incorporated, as principal (the "Principal"), and The Ohio Casualty Insurance Company, a Boston Massachusetts insurance company, as surety (the "Surety"), are held and firmly bound unto City of Grand Junction Purchasing Division, as obligee (the "Obligee"), in the penal sum of Eighty-five Thousand Six Hundred Fifty Dollars And Zero Cents Dollars (\$85,650.00), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the 12/01/2023, entered into a contract (the "Contract") with the Obligee for Vegetation Clearing

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly and faithfully perform the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. Whenever the Principal shall be, and declared by the Obligee to be in default under the Contract, the Obligee having performed the Obligee's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
  - 1.1 Arrange for the Principal, with consent of the Obligee, to perform and complete the Contract; or
  - 1.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 1.3 Obtain a bid or bids from alternative contractors to complete the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding the amount set forth in the first paragraph of this bond. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
  - 1.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - a. After investigation, determine the amount for which it may be liable to the Obligee and, as soon as practicable after the amount is determined, tender payment therefore to the Obligee; or
    - b. Deny liability in whole or in part and notify the Obligee citing reasons therefore.

2. Notwithstanding any other provision of this bond or the Contract, or otherwise, the Surety is not responsible for and shall not be held liable to the Obligor for any hazardous waste removal and the Surety shall not be held liable to, or in any other respect be responsible to, the Obligor by way of indemnity, claims or otherwise, or to any public authority or to any other person, firm or corporation, for or on account of any fines or claims by any public authority or for bodily injuries or property damage to any person or thing, including, but not limited to, injury or damage due to the release or threat of release of hazardous substances of any kind or damage to real estate or to the environment or clean-up costs or other damages of whatever kind or nature arising out of any act of commission or omission by the Principal, the Principal's agents, servants, employees, subcontractors or suppliers or any other person in connection with the performance of the Contract. This limitation applies regardless of when any such fine is assessed, claim is made, or injury, damage, release or threat of release occurs and without regard to any term or condition of the Contract.
3. The Surety hereby waives notice of any alteration or extension of time made by the Obligor.
4. Any suit under this bond must be instituted before the expiration of one (1) year from the date on which the Principal ceased to work on the Contract. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
5. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligor named herein or the heirs, executors, administrators or successors of the Obligor.
6. Any claims must be presented in writing to Liberty Mutual Insurance Company to the attention of LMS Claims at the above address.

DATED as of this 7th day of November, 2023.

WITNESS / ATTEST

Western Vegetation Management Incorporated

(Principal)

By: *Michael Uncaphon* (Seal)

Name: MICHAEL UNCAPHON

Title: PRESIDENT

The Ohio Casualty Insurance Company

(Surety)

By: *Scott Houston*

Scott Houston





## PAYMENT BOND

Bond Number: 32S618150

KNOW ALL MEN BY THESE PRESENTS, that we Western Vegetation Management Incorporated, as principal (the "Principal"), and The Ohio Casualty Insurance Company, a Boston Massachusetts insurance company, as surety (the "Surety"), are held and firmly bound unto City of Grand Junction Purchasing Division, as obligee (the "Obligee"), in the penal sum of Eighty-five Thousand Six Hundred Fifty Dollars And Zero Cents Dollars ( \$85,650.00 ), for the payment of which sum well and truly to be made, the Principal and the Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement, dated the December 1, 2023, entered into a contract (the "Contract") with the Obligee for Vegetation Clearing

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. A "Claimant" is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Obligee that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant:
  - (a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety within ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in separate envelopes addressed to the Principal and Surety. The Principal may be served at any place where an office is regularly maintained for the transaction of business, or in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. The Surety may be served to the attention of LMS Claims at the above-listed address.
  - (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

(c) After the expiration of one (1) year (or such lesser or greater time period as otherwise permitted by relevant law) following the date on which the Subcontractor provided the last labor and/or materials to the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

4. Surety shall have no liability to any Claimant under this Bond for any amount unless it is due and owing to the Claimant by the Principal pursuant to the express terms of the contract between the Principal and Claimant or, if the Claimant does not have a direct Contract with Principal, pursuant to the terms and conditions of the Contract between the Claimant and the Subcontractor to the Principal. The Bond incorporates all of the Principal's contractual defenses, including but not limited to pay-if-paid provisions, whereby payment to the Claimant is subject to the condition precedent of the Obligor's payment to the Principal, and other limitations on amounts due under the contract between Principal and Claimant.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against such improvement, whether or not a claim for the amount of such lien be presented under and against this bond.

DATED as of this 7th day of November, 2023.

WITNESS / ATTEST

\_\_\_\_\_

Western Vegetation Management Incorporated

(Principal)

By: [Signature] (Seal)

Name: Michael Uncapher  
Title: PRESIDENT

The Ohlo Casualty Insurance Company

(Surety)

By: [Signature]

Attorney-in-fact  
Scott Houston





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Surety Bond Number: 32S818150 Principal: Western Vegetation Management Incorporated

Bond Amount: (\$85,650.00) Eighty-five Thousand Six Hundred Fifty Dollars And Zero Cents

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Scott Houston

all in the city of Carbondale, state of Colorado each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By: David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Company, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 7th day of November, 2023.



By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.