

CONTRACT EXTENTION-4630-19-SH

To: Commercial Tire Service, Inc.

725 23-1/2 Road

Grand Junction, CO 81505

SERVICE DESCRIPTION:

THIRD AND FINAL ANNUAL EXTENSION FOR

IFB-4222-16-NJ Tires and Repair Services

This CONTRACT is <u>extended</u> as of the <u>19th day of April, 2019</u>, by and between the <u>City of Grand Junction</u>, <u>Colorado</u>, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Commercial Tire Service, Inc.</u>, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from <u>June 4, 2019</u> through <u>June 3, 2020</u>.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the **contract award** as follows:

Scope of Work: The Contractor shall perform for the City the Work set forth in the Contract Documents reference IFB-4222-16-NJ. This contract is for Passenger Tires, Truck/Equipment Tires and Road Call Service only and does not include Tire Recap Services.

Contract Documents: The Owner's Invitation for Bids No. IFB-4222-16-NJ, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

Compensation and Method of Payment: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services payable per the terms and conditions as defined by the Contract Documents. All invoices must reference Contract Number 4630-19-SH so that payment can be applied correctly. The Contractor shall receive the following fee for Passenger Tire, Truck/Equipment Tire and Road Call Services:

Passenger Tires	Mount \$	Repair \$	Tire \$	Brand/Manu		
225/60R16	N/A	N/A	\$102.00	Good Year Eagle RSA		
235/55R17	N/A	N/A	\$116.00	Good Year Eagle RSA		
225/60R18	N/A	N/A	\$123.00	Good Year Eagle RSA		
245/55R18	N/A	N/A	\$135.00	Good Year Eagle RSA		
265/60R17	N/A	N/A	\$129.00	Good Year Eagle RSA		
225/75R16	N/A	N/A	\$109.65	Good Year Wrangler HT		
245/70R17	N/A	N/A	\$119.87	Hercules		
235/70R16	N/A	N/A	\$123.49	Hercules		
265/70R17			\$186.73	Hercules		
265/70R17	N/A	N/A	\$173.43	Hercules		
Truck/Equipment Tires	Mount \$	Repair \$	Tire \$	Brand/Manu		
225/70R19.5	\$25.00	\$32.00	\$297.16	Michelin EZE		
11.00R22.5	\$30.00	\$38.00	\$561.60	Michelin XDN		
11.00R22.5	\$30.00	\$38.00	\$480.00	Michelin		
315/80R22.5	\$30.00	\$38.00	\$656.00	Michelin		
385/65r22.5	\$35.00	\$43.00	\$644.00	Michelin		
275/70R22.5	\$30.00	\$38.00	\$522.40	Michelin Xincity Z		
305/70R22.5	\$30.00	\$38.00	\$703.20	Michelin Xincity Z		
19.5-L:-24	\$50.00	\$65.00	\$530.45	Solideal		
125./80-18	\$25.00	\$32.00	\$306.94	Solideal		
Road Call Service Fee		h occurrence	e			
Discount %	Net State Pricing					



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There is no guarantee of minimum or maximum quantities. Compensation is dependent solely on usage as it occurs.

In Witness whereof, the parties hereto have caused this Contract award to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION:	COMMERCIAL TIRE SERVICE, INC.:
Authorized Signature: Signature:	Authorized Signature: Kirkun / Jan
Title: Senior Buyer	Title: PROC
Date: April 19, 2019	Date: $\frac{4-19-19}{}$

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CONTRACT EXTENTION-4540-18-SH

To: Commercial Tire Service, Inc. 725 23-1/2 Road Grand Junction, CO 81505

SERVICE DESCRIPTION:

SECOND ANNUAL EXTENSION FOR IFB-4222-16-NJ Tires and Repair Services

This CONTRACT is <u>extended</u> as of the <u>6th day of June, 2018</u>, by and between the <u>City of Grand Junction</u>, Colorado, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Commercial Tire Service, Inc.</u>, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from **June 4, 2018** through **June 3, 2019**.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the **contract award** as follows:

<u>Scope of Work</u>: The Contractor shall perform for the City the Work set forth in the Contract Documents reference <u>IFB-4222-16-NJ</u>. This contract is for **Passenger Tires, Truck/Equipment Tires and Road Call Service** only and does not include Tire Recap Services.

<u>Contract Documents</u>: The Owner's Invitation for Bids No. IFB-4222-16-NJ, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

Compensation and Method of Payment: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services for Tire Recap Services payable per the terms and conditions as defined by the Contract Documents. All invoices must reference Contract Number 4540-18-SH so that payment can be applied correctly. The Contractor shall receive the

following fee for Passenger Tire, Truck/Equipment Tire and Road Call Services:

Passenger Tires	Mount \$	Repair \$	Tire \$	Brand/Manu			
225/60R16	N/A	N/A	\$105.69	Good Year Eagle RSA			
235/55R17	N/A	N/A	\$114.74	Good Year Eagle RSA			
225/60R18	N/A	N/A	\$121.26	Good Year Eagle RSA			
245/55R18	N/A	N/A	\$133.02	Good Year Eagle RSA			
265/60R17	N/A	N/A	\$127.84	Good Year Eagle RSA			
225/75R16	N/A	N/A	\$110.00	Good Year Wrangler HT			
245/70R17	N/A	N/A	\$114.29	Hercules			
235/70R16	N/A	N/A	\$117.61	Hercules			
265/70R17			\$166.28	Hercules			
265/70R17	N/A	N/A	\$162.71	Hercules			
Truck/Equipment Tires	Mount \$	Repair \$	Tire \$	Brand/Manu			
225/70R19.5	\$25.00	\$32.00	\$323.01	Michelin EZE			
11.00R22.5	\$30.00	\$38.00	\$561.60	Michelin XDN			
11.00R22.5	\$30.00	\$38.00	\$456.67	Michelin			
315/80R22.5	\$30.00	\$38.00	\$656.00	Michelin			
385/65r22.5	\$35.00	\$43.00	\$664.59	Michelin			
275/70R22.5	\$30.00	\$38.00	\$522.40	Michelin Xincity Z			
305/70R22.5	\$30.00	\$38.00	\$703.20	Michelin Xincity Z			
19.5-L:-24	\$50.00	\$65.00	\$528.52	Solideal			
125./80-18	\$25.00	\$32.00	\$300.91	Solideal			
Road Call Service Fee	\$65.00 each	n occurrence					
Discount %	Net State Pricing						



There is no guarantee of minimum or maximum quantities. Compensation is dependent solely on usage as it occurs.

In Witness whereof, the parties hereto have caused this Contract award to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION:	COMMERCIAL TIRE SERVICE, INC.:
Authorized Signature: Susan J. Hyatt	Authorized Signature: fichy and
Title: Senior Buyer	Title: Pres
Date: June 6, 2018	Date: 6-12-18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)6/13/2018

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

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

	is certificate does not confer rights to	the	certi	ficate holder in lieu of su	ch end						
PRO	PRODUCER					Garry Ku					
Aut	toRisk				PHONE (A/C, No, Ext): 720-445-6959 (A/C, No): 720-358-4737					58-4737	
PO	Box 461027				É-MÁIL ADDRES	ss: garry@au	torisk.org				
										NAIC#	
Der	nver			CO 80246	INSURE	RA: Auto Ov	vner's				18988
INSU	RED				INSURE						
	Commercial Tire Service, Inc				INSURE						
	725 23 1/2 Road				INSURE						
	, 				INSURE						
	Grand Junction			CO 81505	INSURE						
CO		TIFIC	ΔTF	NUMBER:	INOUNE	NT.		REVISION NUM	BER:		
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INSR LTR		ADDL	SUBR		LEN KEL	POLICY EFF	POLICY EXP		LIBRIT		
LTR	TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY	INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)		LIMIT		0.000
								DAMAGE TO RENT	ED	\$ 1.00	•
	CLAIMS-MADE X OCCUR							PREMISES (Ea occu		\$ 300,	
				50 220274 00		4/18/2017	4/18/2017	MED EXP (Any one	,	\$ 5,00	
Α				50-329274-00		4/16/2017		PERSONAL & ADV		\$ 1,00 \$ 3,00	•
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	X POLICY JECT LOC							PRODUCTS - COMI		\$ 3,00 \$	0,000
	OTHER: AUTOMOBILE LIABILITY							COMBINED SINGLE	= I IMIT	<u> </u>	0.000
	X ANY AUTO							(Ea accident) BODILY INJURY (Pe		\$ 1,00 \$	0,000
	OWNED SCHEDULED			50 220724 01	04/19/2017		04/18/2018	BODILY INJURY (Pe	· /	\$	
Α	AUTOS ONLY AUTOS			50-329724-01	04/18/2017	PROPERTY DAMAG		· – ′	\$		
	AUTOS ONLY AUTOS ONLY							(Per accident)		\$	
	X UMBRELLA LIAB X OCCUR									•	
	EVOTOO LIAD			50 220724 02		4/10/0017	4/10/0010	EACH OCCURRENCE		\$ 2,00	•
Α	CLAIMS-IMADE	1		50-329724-02		4/18/2017	4/18/2018	AGGREGATE		· ·	0,000
	DED RETENTION \$ WORKERS COMPENSATION							PER STATUTE	OTH- ER	\$	
	AND EMPLOYERS' LIABILITY Y/N								'		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDE		\$	
	(Mandatory in NH)							E.L. DISEASE - EA I		•	
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POL	LICY LIMIT	\$	
DEG	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LEC /	ACOR	D 101 Additional Bowerks School		he effected if m		ulanal\			
	City of Grand Junction Its Officers and Employees Are Na	•		•	iule, may			nce Company's Policy a	and		
	lorsement. rage Liability Provides Comprehensive Auto Liability for A	11 Our	ad Wahi	ialas							
Ua	lage Liability Florides Complehensive Auto Liability for A	AII OWII	ca veiii	icies.							
CEF	RTIFICATE HOLDER				CANC	ELLATION					
City of Grand Junction					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	250 N 5th Street				AUTHOI	RIZED REPRESE	NTATIVE				
	Grand Junction, CO 81501					Michael Graham					



CONTRACT EXTENTION-4363-17-SH

To: Commercial Tire Service, Inc. 725 23-1/2 Road Grand Junction, CO 81505

SERVICE DESCRIPTION:

FIRST ANNUAL EXTENSION FOR IFB-4222-16-NJ Tires and Repair Services

This CONTRACT is <u>extended</u> as of the <u>8th day of May, 2017</u>, by and between the <u>City of Grand Junction</u>, Colorado, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Commercial Tire Servic, Inc.</u>, hereinafter in the Contract Documents referred to as the "Contractor." This award shall cover the time period from **May 20, 2017** through **May 19, 2018**.

The Contractor and the Owner, in consideration of the mutual covenants, promises, and agreements herein contained, agree to the **contract award** as follows:

<u>Scope of Work</u>: The Contractor shall perform for the City the Work set forth in the Contract Documents reference <u>IFB-4222-16-NJ</u>. This contract is for **Passenger Tires, Truck/Equipment Tires and Road Call Service** only and does not include Tire Recap Services.

<u>Contract Documents</u>: The Owner's Invitation for Bids No. IFB-4222-16-NJ, Contractor's Bid Form, any Addenda to the Contract Documents, and the Contract as finally negotiated compose the Contract Documents, all of which are incorporated herein by this reference as if fully set forth.

Compensation and Method of Payment: For satisfactorily performing the scope of work described in and required by the Contract Documents, the Contractor shall receive fees from the City for services for Tire Recap Services payable per the terms and conditions as defined by the Contract Documents. All invoices must reference Contract Number 4363-17-SH so that payment can be applied correctly. The Contractor shall receive the following fee for Passenger Tire, Truck/Equipment Tire and Road Call Services:

Passenger Tires	Mount \$	Repair \$	Tire \$	Brand/Manu		
225/60R16	N/A	N/A	\$105.69	Good Year Eagle RSA		
235/55R17	N/A	N/A	\$117.10	Good Year Eagle RSA		
225/60R18	N/A	N/A	\$126.26	Good Year Eagle RSA		
245/55R18	N/A	N/A	\$136.02	Good Year Eagle RSA		
265/60R17	N/A	N/A	\$134.84	Good Year Eagle RSA		
225/75R16	N/A	N/A	\$110.00	Good Year Wrangler HT		
245/70R17	N/A	N/A	\$114.29	Hercules		
235/70R16	N/A	N/A	\$117.61	Hercules		
265/70R17			\$154.36	Hercules		
265/70R17	N/A	N/A	\$159.13	Hercules		
Truck/Equipment Tires	Mount \$	Repair \$	Tire \$	Brand/Manu		
225/70R19.5	\$25.00	\$32.00	\$323.01	Michelin EZE		
11.00R22.5	\$30.00	\$38.00	\$561.60	Michelin XDN		
11.00R22.5	\$30.00	\$38.00	\$456.67	Michelin		
315/80R22.5	\$30.00	\$38.00	\$656.00	Michelin		
385/65r22.5	\$35.00	\$43.00	\$664.59	Michelin		
275/70R22.5	\$30.00	\$38.00	\$522.40	Michelin Xincity Z		
305/70R22.5	\$30.00	\$38.00	\$703.20	Michelin Xincity Z		
19.5-L:-24	\$50.00	\$65.00	\$528.52	Solideal		
125./80-18	\$25.00	\$32.00	\$300.91	Solideal		
Road Call Service Fee	\$65.00 eacl	h occurrence				
Discount %	Net State Pricing					



There is no guarantee of minimum or maximum quantities. Compensation is dependent solely on usage as it occurs.

In Witness whereof, the parties hereto have caused this Contract award to be duly executed, intending to be bound thereby.

CITY OF GRAND JUNCTION:	COMMERCIAL TIRE SERVICE, INC.:
Authorized Signature: Susan J. Hyatt	Authorized Signature:
Title: <u>Interim Purchasing Supervisor</u>	Title: MS
Date: May 8, 2017	Date: 4-8-17



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY) 3/31/2017

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

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

certificate holder in lieu of such endor	seme	nt(s).	,	CONTACT NAME:						
PRODUCER						omer Se				
AUTO RISK CONSULTANTS IN PO BOX 461027	NC			PHONE (A/C. No. E)	M1).)445-69.		FAX (A/C, No):	(720)	358-4737
				É-MAIL ADDRESS:	serv	ice@auto	orisk.c	rg		
Denver, CO 80246	Denver, CO 80246					SURER(S) AFFO	RDING COVER	RAGE		NAIC# 18988
				INSURER A	١.			e Company		18988
INSURED COMMERCIAL Tire Se				INSURER E	Auto-	-Owners I	nsurance	Company		
Commercial Tire Se	rvı	ce,	Inc.	INSURER C) :					
725 23 1/2 Rd				INSURER D) :					
Grand Junction, CO	81	505)	INSURER E	Ē:					
(970)241-8000				INSURER F	Ŧ:					
COVERAGES PROD / CUSTOMER ID:				CERTIFI	CATE #		R	EVISION #:		
THIS IS TO CERTIFY THAT THE POLICIES OF INS INDICATED. NOTWITHSTANDING ANY REQUIREM										
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN										
EXCLUSIONS AND CONDITIONS OF SUCH POLICIE			OWN MAY HAVE BEEN REDUCED			L nouter/EVE	,			
INSR LTR TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER	(MI	OLICY EFF M/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	_	
GARAGE LIABILITY ALL OWNED Thired autos			EO 220724 00	4.7	10/2017	4 /10 /2010	AUTO ONLY (Ea accident)	s 1	,000,000
A AUTOS ONLY			50-329724-00	4/.	18/201/	4/18/2018		EA ACCIDENT	s 1	,000,000
VSED IN GARAGE BUSINESS							OTHER THAN AUTO ONLY			,000,000
	—						X COMP /	AGGREGATE	\$ 3	ALS
GARAGE KEEPERS LIABILITY			50-329724-00	4.7	10/2017	4/18/2018	l 🗥 Lotte	roc T	\$	ALS
A LEGAL LIABILITY			30-329/24-00	47.	16/201/	4/10/2010	SPECIFI PERILS		\$	ALS
DIRECT BASIS							COLLISI		\$	ALS
X PRIMARY EXCESS	_					<u> </u>		LOC	\$	000 000
COMMERCIAL GENERAL LIABILITY	l						EACH OCCU DAMAGE TO PREMISES (E	RRENCE	\$ <u></u>	,000,000 300,000
CLAIMS-MADE OCCUR							PREMISES (E	a occurrence)	\$	5,000
,			50-329724-00	4.7	18/2017	4/18/2018	MED EXP (An		\$,000,000
^	ŀ		30-329724-00	* /-	16/201/	+/10/2010	PERSONAL &	ADV INJURY		,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL A			,000,000
POLICY PRO- LOC							PRODUCTS -	COMP/OP AGG	\$ 3	,000,000
OTHER: X UMBRELLA LIAB X OCCUR									\$,000,000
I . H			50-329724-02	4/:	18/2017	4/18/2018	EACH OCCU	RRENCE		,000,000
	1						AGGREGATE		\$ _	,000,000
DED RETENTION \$ WORKERS COMPENSATION						<u> </u>	IPER	OTH-	\$	
AND EMPLOYERS' LIABILITY							PER STATUT			
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A						E.L. EACH AC		\$	
(Mandatory in NH) If yes, describe under								- EA EMPLOYEE	\$	
RÉMARKS below							E.L. DISEASE	- POLICY LIMIT	\$	
REMARKS (ACORD 101, Additional Remarks Schedule, ma	y be off	obed 14	more engage is required)				<u> </u>			
				ees Ar	e Name	d as Addi	tional	Insureds		
The City of Grand Junction Its Officers and Employees Are Named as Additional Insureds Per The Terms of The Insurance Company's Policy and Endorsement.										

Garage Liability Provides Comprehensive Auto Liability for All Owned Vehicles.

_CERTIFICATE_HOLDER	_ CANCELLATION				
CITY OF GRAND JUNCTION 250 N 5TH ST GRAND JUNTION, CO 81501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
1	AUTHORIZED REPRESENTATIVE				



AUTO DICK CONCULTANTS INC

PRODUCER

CERTIFICATE OF GARAGE INSURANCE

Customer Service

DATE(MM/DD/YYYY) 3/31/2017

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

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

	TO KISK CONSULTANTS IN	IC.			PHONE (/20)445-6959 FAX (720)358-4737 (A/C. No):									
	PO Box 461027					E-MAIL SERVICE@autorisk.org								
De	nver, CO 80246						URER(S) AFFO	RDING COVERA	AGF		NAIC#			
					INSUR	Auto-	Owners I				18988			
INSU	_{JRED} Commercial Tire Ser	'V 1 (ce,	Inc	INSURI	Auto	Owners I	nsurance	Company					
	Commercial Tire Ser	vi	ce,	Inc.	INSURI									
	725 23 1/2 Rd		INSURI											
	Grand Junction, CO	81	505											
	(970)241-8000				INSURI									
-	VERAGES PROD / CUSTOMER ID:				INSURI	ER F : TIFICATE #		DE	VISION #:					
	HIS IS TO CERTIFY THAT THE POLICIES OF INSU	IRANC	E LIS	TED BELOW HAVE BEEN ISSUED			ED ABOVE FOR							
IN	DICATED. NOTWITHSTANDING ANY REQUIREME	ENT, T	ERM	OR CONDITION OF ANY CONTR	RACT OR	OTHER DOCUM	MENT WITH RES	PECT TO WHIC	H THIS					
_	ERTIFICATE MAY BE ISSUED OR MAY PERTAIN,	•					EIN IS SUBJEC	T TO ALL THE	TERMS,					
INSR LTR	KCLUSIONS AND CONDITIONS OF SUCH POLICIES	ADDL 1	SUBR		BYPAID		POLICY EXP							
LTR		INSD	WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS					
	GARAGE LIABILITY X ALLOWNED X HIRED AUTOS			50-329724-00		4/18/2017	4/18/2018 .	AUTO ONLY (E			000,000			
Α	X NON-OWNED AUTOS			30 J2312+ 00		., 20, 202	., _0, _0_	OTHER THAN	EA ACCIDENT	s 1,	000,000			
	USED IN GARAGE BUSINESS							AUTO ONLY			000,000			
								X COMP /	AGGREGATE	\$ J,	ALS			
	GARAGE KEEPERS LIABILITY			EO 220724 00		4 /18 /2017	4 /10 /2010	OTC SPECIFIE PERILS	LOC T	\$	ALS			
Α	LEGAL LIABILITY			50-329724-00		4/18/2017	4/18/2018		P roc	\$				
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	X PRIMARY EXCESS								LOC	\$				
	COMMERCIAL GENERAL LIABILITY							EACH OCCUR	RENCE	_{\$} Ι,	000,000			
	CLAIMS-MADE OCCUR							DAMAGE TO R PREMISES (Ea	(ENTED a occurrence)	\$	300,000			
								MED EXP (Any		\$	5,000			
Α				50-329724-00		4/18/2017	4/18/2018	PERSONAL & A	ADV INJURY	, 1,	000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AG		, 3,	000,000			
	POLICY PRO- LOC								COMP/OP AGG	. 3.	000,000			
	OTHER:							-KODOC13-C	JOINIF/OF AGG	•				
	X UMBRELLA LIAB X OCCUR			FO 220724 02		. / /		EACH OCCUR	DENCE	<u>. 2.</u>	000,000			
A	EXCESS LIAB CLAIMS-MADE			50-329724-02		4/18/2017	4/18/2018		RENCE		000,000			
	 							AGGREGATE						
	DED RETENTION \$ WORKERS COMPENSATION							PER	OTH-	\$				
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							STATUTE						
	OFFICER/MEMBER EXCLUDED? Y/N	N/A						E.L. EACH ACC		\$				
	(Mandatory in NH) If yes, describe under									\$				
-	If yes, describe under REMARKS below							E.L. DISEASE -	POLICYLIMIT	\$				
			Ш											
REM	ARKS (ACORD 101, Additional Remarks Schedule, may	be atta	ched if	more space is required)										
CEI	RTIFICATE HOLDER				CANC	ELLATION								
	Timberline Bank													
	633 24 Road								BE CANCELLED					
	Grand Junction,	CO	81	505		EXPIRATION ORDANCE WITH			WILL BE DELIV	ERED	IN			
	Grana Juneeron,		<u>-</u>		^~~	C. D. HIVE WILL	OLIOTI'NG							
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CITY OF GRAND JUNCTION

CONTRACT - IFB-4222-16-NJ

This CONTRACT made and entered into this <u>20th</u> day of <u>May</u>, <u>2016</u> by and between the <u>City of Grand Junction</u>, <u>Colorado</u>, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Commercial Tire Service</u>, <u>Inc.</u>, 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 <u>Tires and Repair Services IFB-4222-16-NJ</u>.

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

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; Tires and Repair Services IFB-4222-16-NJ
- c. Contractors Response to the Solicitation Sections: Passenger Tires, Truck/Equipment Tires, and Road Call Service.

ARTICLE 2

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

ARTICLE 3

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

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

ARTICLE 5

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

ARTICLE 6

<u>Severability:</u> If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision

shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, 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.

City of	Grand .	Junction
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Title:

Pres

By: Nicholas Jones Name: Nicholas Jones Title: Buyer	5/20/2016 15:01 MT Date
Commercial Tire Service, Inc.	
By:	5/20/2016 15:00 мт ————————————————————————————————————





Purchasing Division

Invitation for Bid

IFB-4222-16-NJ

Tires and Repair Services

Responses Due:

April 26, 2016 prior to 1:00 PM MDT

<u>Accepting Electronic Responses Only</u>

<u>Responses Only Submitted Through the Rocky Mountain E-Purchasing</u>

<u>System (RMEPS)</u>

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

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

Purchasing Representative:

Nicholas C Jones, Buyer Nickj@gjcity.org Phone (970)244-1533

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

Invitation for Bids

Table of Contents

Section 1 Instruction to Bidders

Section 2 General Contract Conditions

Section 3 Statement of Work

Section 4 Bid Form

Price Proposal/Bid Schedule Form

1. Instructions to Bidders

- 1.1. Purpose: The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials to provide various types of tires and related repair services for the Fleet Services Division. All dimensions and scope of work should be verified by Bidders prior to submission of bids.
- **1.2. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.3. Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing (https://www.rockymountainbidsystem.com/default.asp). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please Guide" view our "Electronic Vendor Registration http://www.gicity.org/BidOpenings.aspx for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- **1.4. Printed Form for Price Bid:** All Price Bids must be made upon the Bid Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- **1.5. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- **1.6. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the City Purchasing website, http://www.gicity.org/BidOpenings.aspx.
- **1.7. 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 his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- **1.8.** Questions Regarding Statement of Work: Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- **1.9.** Addenda & Interpretations: All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this solicitation or extensions to the opening/receipt date shall be made

- by a written Addendum to the solicitation by the Owner. Sole authority to authorize addenda shall be vested in the Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. www.rockymountainbidsystem.com. <a href="mailto:Bidders-Bidder
- **1.10. Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- **1.11. Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.12. Collusion Clause: Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The Owner may, or may not, accept future bids for the same services or commodities from participants in such collusion.
- 1.13. Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with an Owner employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.
- **1.14. Public Opening:** Responses shall be opened in the City Hall Auditorium 250 North 5th Street, Grand Junction, CO 81501 immediately following the solicitation deadline.

2. General Contract Conditions

- **2.1. The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Bidder. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements. The contract may be amended or modified with Change Orders, Field Orders, or Amendment(s).
- 2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents and/or Purchase Order shall be signed by the Owner (Owner) and Contractor. Owner will provide the contract/purchase order. By executing the contract/purchase order, the Bidder represents that they have familiarized themselves with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall

be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment and other items necessary for the proper execution and completion of the scope of work as defined herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.3. The Owner: The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation or progress. The Contractor shall provide facilities for such access. The Owner will familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of their agents or employees, or any other persons performing any of the work.
- 2.4. Contractor: The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and/or Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.5. Warranty: The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of curing all work of others, destroyed or damaged, by the correction, removal or replacement of defective work.
- **2.6. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

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

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

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

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

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

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

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

Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees.

- or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.
- 2.8. Indemnification: The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.9. Miscellaneous Conditions: Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- **2.10.** Time: 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 the Contract Documents.
- **2.11. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.12. 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 the product or written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when he finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.13. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety

regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof, the Contractor shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or they shall make good such damage or injury in an acceptable manner.

- 2.14. 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/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment 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/Amendment.
- 2.15. 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, the Contractor 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/Amendment.
- **2.16. 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. This may be accomplished through a Field Order.
- 2.17. 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 discover of condition. All such defective or non-conforming work under the above

paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of curing all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, Owner may do so instead of requiring its removal and correction, in which case a Change Order/Amendment 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.

- **2.19. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Change Orders/Amendments to the contract shall be made in writing by the Owner.
- **2.20. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner.
- **2.21. Cancelation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- **2.22.** Compliance with Laws: Bids must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.23. Confidentiality: All materials submitted in response to this Solicitation shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total response shall be considered confidential or proprietary.
- **2.24.** Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this Solicitation.
- 2.25. Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of work; (3) acceptance of work or, (4) for convenience terminated by either party with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation.

- **2.26. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a response, agrees to the following conditions:
 - 2.26.1. 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.
 - **2.26.2.** 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.
 - **2.26.3.** 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.
- 2.27. 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 illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343).
- **2.28.** 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.
- 2.29. Failure to Deliver: In the event of failure of the Contractor to deliver work in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the work from other sources and hold the Contractor responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- **2.30. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- **2.31. 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.

- 2.32. Independent Contractor: The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.33. Nonconforming Terms and Conditions: A response that includes terms and conditions that do not conform to the terms and conditions of this Solicitation is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its response prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- **2.34. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- **2.35.** Patents/Copyrights: The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Solicitation.
- **2.36. Remedies**: The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- **2.37. Venue**: Any agreement as a result of responding to this Solicitation 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.
- **2.38.** Expenses: Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- **2.39. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.40. Non-Appropriation of Funds: The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado Statutes prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal

year budget shall be subject to budget approval. Any contract shall be subject to, and must contain, a governmental non-appropriation of funds clause.

- 2.41. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities shall be required to abide by the specifications, terms, conditions and pricings established in this Solicitation. The quantities furnished in this bid document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner shall be responsible only for the award for its jurisdiction. Other participating entities shall place their own awards on their respective Contract/Purchase Orders through their Purchasing Office or use their Purchasing Card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation shall indicate their specific delivery and invoicing instructions.
- 2.42. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.42.1. "Public Works 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.

2.43. Definitions:

- **2.43.1.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.2. "Contractor" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- **2.43.3.** "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term subcontractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

3. Statement of Work

3.1. General: The City of Grand Junction is requesting competitive pricing from qualified and interested parties to provide various types of tires and related repair services for the Fleet Services Division. A manufacturer's certificate indicating bidder's company as an authorized distributor must also be completed and returned with the bid submittal. All tires, their related components and services that are normally furnished shall be provided. All tires, components, equipment and combinations thereof as offered shall be compatible and approved for the intended application by the chassis and equipment manufacturers. The tire and its associated equipment shall be in accordance with manufacturer's current standard data book specifications, requirements, recommendations and options and shall conform to all federal and state regulations in effect at time of delivery.

3.2. Project Description:

- **3.2.1.** Passenger tires will be mounted and repaired by City Fleet Services Division, all other tires will require the awarded vendor to supply mounting and repair.
- **3.2.2.** Vendors shall note their fee for Road Call Service to come to the City's location to repair or replace large tires, such as front end loader or road grader.
- 3.2.3. The Owner estimates that over 1500 tires are purchased per year. The most commonly used tire sizes and quantities are listed on the Bidder's Response Form. Because this is not a comprehensive list of all tires required by the City, vendors shall state manufacturer's discount for tires not specifically listed.
- **3.2.4.** Awarded Contractor shall provide daily pick-up and delivery of repaired tires. The City estimates the number of medium and heavy tire flat repairs to be about 100 per year.
- 3.2.5. Bidders are asked to include the following services in their per tire bid. Product installation and repairs, such as mounting, rotation and balancing shall be in accordance with manufacturer's recommended procedures of warranted tires. Tire installation shall include dismount of used tires as needed. Flat tire repair includes removal, repair and remounting. Rotation, balancing and alignment will be performed as needed.
- 3.2.6. Deliveries are to be made in a timely manner. Once an order has been placed, deliveries shall begin the same day or the following work day for stock items. Non-stock items shall be so noted on the Bidders Response Form with an estimated delivery time. Items deemed in stock shall be delivered to the Owner within 24 hours of the order being placed by the Owner, unless approved otherwise by the Owner.

3.3. Special Conditions & Provisions:

3.3.1. Tires furnished shall be guaranteed to be free from defects in workmanship and material for original tread life or 48 months. Any tire which fails this

guarantee shall either be satisfactorily repaired by the Awarded Contractor or replaced with a new tire charging only for the mileage used based on the tread depth, or as agreed upon by the City. Allowances and replacement charges shall be based upon the Contract tire price. The Awarded Contractor shall defray all transportation costs on both the defective tire(s) and replacement tire(s). The Awarded Contractor shall provide a one (1) year warranty on all tubes and parts determined to be defective due to workmanship beginning on the date of installation, to repair and/or replace as necessary, as determined by the City, at no cost to the City. If such items are not normally warranted for one year, maintenance to supply the equivalent of a one (1) year warranty must be included in the cost. Shipping cost for returned tubes and parts warranty services shall be paid by the Awarded Contractor.

- **3.3.2.** The Awarded Contractor(s) shall not charge for return fees for inaccuracies or other errors on the part of the Contractor.
- 3.3.3. The Contractor will be paid on a per tire basis. All expenses including freight and delivery charges are to be included in the bid. Bid shall also include all state and local licensing, dealer or distributor certifications. Award shall be made by ITEM to the bidder offering the greatest discount or lowest net price.
- **3.3.4.** Tires shall carry all applicable markings and requirements by the Federal Government and comply with all Federal, State, County and Municipal ordinances and regulations.
- **3.3.5.** Unless otherwise noted only tires in new, unused condition and in current production will be accepted.
- **3.3.6.** Upon award, the contractor(s) shall provide the name of the person who will work with the City Fleet Services Division during the term of the contract. This person must be authorized to coordinate with distributors and representatives to ensure an efficient implementation of the contract and to insure correct pricing for goods and services.
- **3.4. Award:** Although it is the Owners intent to award to a single bidder, this IFB may result in a split award(s). The Owner reserves to right to procure tires, and related services pursuant to this IFB, from another vendor, should the awarded bidder fail to provide, or be unable to provide such tires or services.

3.5. IFB Time Schedule:

•	Invitation for Bids available	April 8, 2016
•	Inquiry deadline, no questions after 12:00 PM	April 20, 2016
•	Addenda Issued by	April 21, 2016
•	Submittal deadline for proposals	April 26, 2016
•	City Council Approval (Tentatively)	May 18, 2016

3.6. Questions Regarding Scope of Services:

Nicholas C Jones, Buyer Nickj@gicity.org

3.7. Contract: The initial contract period shall be twelve (12) months beginning upon the execution of a subsequent contract. The awarded Contractor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the contractor and the Owner, be extended under the terms and conditions of the contract for up to three (3) additional contract periods, contingent upon the applicable fiscal year funding and appropriations by the City of Grand Junction City Council.

4. Contractor's Bid Form

Bid Date:								
Project: IFB-4222-16-NJ Tires and Repair Services								
Bidding Company:								
Name of Authorized Agent:								
Email								
Telephone	Address							
City	State	Zip						
The undersigned Bidder, in co Solicitation Documents thereto, he proposed work, hereby proposes work for the Project in accordance prices stated below. These prices required under the Contract Documents and Contractor does faith without collusion or connect that it is made in pursuance of, Bidders, the Specifications, and a but the undersigned.	naving investigated to furnish all labors to furnish all labors with Contract Dores are to cover all aments, of which the shereby declare a sion to any person(sand subject to, all	the location of, and co r, materials and supplied ocuments, within the timal I expenses incurred in is Contractor's Bid Forn and stipulate that this of s) providing an offer for terms and conditions	nditions affecting the es, and to perform all e set forth and at the performing the work in is a part. Iffer is made in good the same work, and of the Instructions to					
by the undersigned. The Contractor also agrees that iten (10) working days of the date the Owner as a binding covenant its entirety.	of Notification of A	ward. Submittal of this	offer will be taken by					
The Owner reserves the right to me to waive any formalities or technistis offer may not be withdrawn Submission of clarifications and reserves.	icalities and to reje n for a period of s	ect any or all offers. It i sixty (60) calendar day	is further agreed that is after closing time.					
RECEIPT OF ADDENDA: the ur Solicitation, Specifications, and o			ipt of Addenda to the					
State number of A	ddenda received: _							

PRICE BID SCHEDULE: IFB-4222-16-NJ Tires and Repair Services

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

Passenger Tires

Tire Size	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufact'r	Stock Y/N	Delivery if non- stock
			Must be					Good Year		
225/60R16	M&S	36	speed rated	Police	N/A	N/A		Eagle RSA		
			Must be					Good Year		
235/55R17	M&S	20	speed rated	Police	N/A	N/A		Eagle RSA		
			Must be					Good Year		
225/60R18	M&S	20	speed rated	Police	N/A	N/A		Eagle RSA		
			Must be					Good Year		
245/55R18	M&S	60	speed rated	Police	N/A	N/A		Eagle RSA		
265/60R17	M&S	28	Must be Speed Rated	1/2 Ton SUV	N/A	N/A		Good Year Eagle RSA		
				Ambulance						
005/75040		400	Load	and transit	21/2			Good Year		
225/75R16	M&S	120	Range E	bus	N/A	N/A		Wrangler HT		
245/70R17	M&S	22	Load Range C	½ Ton Pickup	N/A	N/A				
			Load	1/2 Ton						
235/70R16	M&S	20	Range C	Pick up	N/A	N/A				
				½ Ton Pick						
			Load	Up and						
265/70R17	M&S	32	Range C	SUV						
			Load	3/4 Ton						
265/70R17	M&S	24	Range E	Pick up	N/A	N/A				

Truck/ Equipment

Tire Size	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufacturer	Stock Y/N	Delivery if non- stock
				1.5 Ton						
				Truck and						
	All			Transit						
225/70R19.5	Season	85		Bus				Michelin EZE		
	Drive									
11.00R22.5	Axle	24		Fire Truck				Michelin XDN		
11.00R22.5	Steering	4	Michelin	Fire Truck				Michelin		
	<u> </u>			Fire,						
			10,000	Dump						
			pound	and trash						
315/80R22.5	Steering	30	load rated	truck				Michelin		
385/65r22.5	Steering	8		Fire Truck				Michelin		
	All			Transit				Michelin		
275/70R22.5	position	6		Bus				Xincity Z		
	All			Transit				Michelin		
305/70R22.5	position	12		Bus				Xincity Z		
19.5-L-24	Back hoe	3	New Tire							
12.5/80-18	Back hoe	3	New Tire							

Re-0	Cap	S
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Tire Size	Design	Est usage	Note	Fitment	Mount \$	Repair \$	Tire \$	Brand/ Manufacturer	Stock Y/N	Delivery if non- stock
	Drive			Dump						
11.00R22.5	Axle	55	Re-cap	Truck						
				Trash						
				Truck/						
	Steer			Dump						
315/80R22.5	tread	121	Re-cap	truck						
				Skid						
12-16.5		12	Re-cap	Steer						

12-16.5		12	Re-cap	Steer						
					1					
	Road C	all Servi	ce Fee		\$ (state per hour/per trip/per tire)					
Discount for	passenger	and ligh	nt truck tires	not listed						
		_	80 per year						%	
	SalesDirectTax.The u	or Use t purcha Tax exe Indersig	Tax. Tax e uses by Mes mpt #98-04	xempt #98 sa County 241. s that no l	8-903544. are tax ex Federal, S	empt fror	n Colorad	from Colorac do Sales or U nicipal tax wi	se	
	• Prom	pt paym	ent discour	nt of	p			ollar amount v _ days after t		

with all applicable Federal, State, County, and City laws.

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

• The undersigned certifies and agrees that this bid is submitted in accordance

receipt of the invoice.

contained herein.

Company:	 	 	
Authorized			
Signature:	 		





ADDENDUM NO. 1

DATE: April 21, 2016

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: Tires and Repair Services IFB-4222-16-NJ

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:

Question 1: "I have a question about the pursuit tires and transit tires on the bid, I noticed
that Goodyear is specified on that. Will I be able to bid a Firestone product?"
Response: Firestone will be acceptable on the police units but not for the ambulances or
transit buses. Please note any deviations from the specified products on a separate sheet.

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

All other conditions of subject remain the same.

Respectfully,

Nicholas C Jones, Buyer

Nichla C for

City of Grand Junction, Colorado



PRODUCER

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY) 5/20/2016

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

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

	TO DICK CONCLUTANTS T	NC			NAME:						
	TO RISK CONSULTANTS I	PHONE (A/C. No. Ext): (720) 445-6959 FAX (720) 358-4737 (A/C. No.):									
	Box 461027				E-MAIL SERVICE@autorisk.org						
De	nver, CO 80246			,			SURFR(S) AFFO	RDING COVERAGE			NAIC#
		_			INSURE	Au+o		nsurance Co	ompany		18988
INSU	_{JRED} Commercial Tire Se	rvi	ce,	Inc	INSURE	RB:					
	Commercial Tire Se	rvi	ce,	Inc	INSURE	R C :					
	725 23 1/2 Rd				INSURE						1
	Grand Junction, CO	81	505		INSURE						
	(970)241-8000 ´				INSURE						
\Box	VERAGES PROD / CUSTOMER ID:					TIFICATE #		REVISIO)N #:		<u> </u>
_	HIS IS TO CERTIFY THAT THE POLICIES OF INS	URAN	CE LIS	TED BELOW HAVE BEEN ISSUED			FD ABOVE FOR				
IN	DICATED. NOTWITHSTANDING ANY REQUIREM	MENT,	TERM	OR CONDITION OF ANY CONTE	RACT OR	OTHER DOCUM	MENT WITH RES	PECT TO WHICH TH	lis		
	ERTIFICATE MAY BE ISSUED OR MAY PERTAI KCLUSIONS AND CONDITIONS OF SUCH POLICIE						REIN IS SUBJEC	T TO ALL THE TERI	MS,		
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LTR		INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT		
	GARAGE LIABILITY ALL OWNED HIRED AUTOS			50-329724-00		4/18/2016	4/18/2017	AUTO ONLY (Ea acc	ident)		,000,000
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-	GARAGE KEEPERS LIABILITY	\vdash	┢					- 1 0014D/	LOC I	, ,	250,000
	LEGAL LIABILITY	l		50-329724-00		4/18/2016	4/18/2017	OTC .		\$	
Α	X DIRECT BASIS	l		30 323721 00		,, _0, _0_	,,	7.7		\$	250,000
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	COMMERCIAL GENERAL LIABILITY	ł						EACH OCCURRENT DAMAGE TO RENT	ICE ED	\$ _ ,	,000,000
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١.	<u> </u>	l		FO 220724 00		4 /10 /2016	4 /10 /2017	MED EXP (Any one p	erson)	\$	3,000
Α	L.J	X		50-329724-00		4/18/2016	4/18/2017	PERSONAL & ADV II	NJURY	\$	
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	OTHER:									\$	
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	WORKERS COMPENSATION							PER STATUTE	OTH- ER		

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

N/A

THE CITY OF GRAND JUNCTION ITS OFFICERS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSUREDS PER THE TERMS OF THE INSURANCE COMPANY'S POLICY AND ENDORSEMENT.

GARAGE LIABILITY PROVIDES COMPREHENSIVE AUTO LIABILITY FOR ALL OWNED VEHICLES.

<u>CER</u>	<u> </u>	<u> AIŁ</u>	HOL	<u>DER</u>

(Mandatory in NH)

If yes, describe under REMARKS below

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?

CITY OF GRAND JUNCTION 250 N 5TH ST GRAND JUNTION, CO 81501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT