



AWARD EXTENSION-4829-20-SH

September 1, 2020

Mr. John Wells
835 R-1/2 Road
Mack, CO 81525

**SOLICITATION DESCRIPTION: THIRD AND FINAL ANNUAL EXTENSION FOR
IFB-4404-17-SH ROAD SALT TRANSPORT**

Mr. Wells,

You are hereby notified that your firm's contract has been extended to provide Road Salt Transport to the Grand Junction Streets Division as needed through **October 31, 2021 in the amount of \$40 per ton**. This extension includes the necessary work as required in the original solicitation document and the resulting contract.

If you have any questions or need to discuss this extension, please call me at 970/244-1513.

Sincerely,

Susan J. Hyatt
Senior Buyer
City of Grand Junction
Purchasing Division

cc: Darren Starr
Dan Thorne

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Extension is hereby acknowledged:

Contractor: Wells Farms
By: John C Wells
Title: Owner
Date: 9/8/2020



AWARD EXTENSION-4714-19-SH

October 10, 2019

Mr. John Wells
835 R-1/2 Road
Mack, CO 81525

SOLICITATION DESCRIPTION: SECOND OF THREE ANNUAL EXTENSIONS FOR IFB-4404-17-SH ROAD SALT TRANSPORT

Mr. Wells,

You are hereby notified that your firm's contract has been extended to provide Road Salt Transport to the Grand Junction Streets Division as needed through **October 31, 2020 in the amount of \$34 per ton**. This extension includes the necessary work as required in the original solicitation document and the resulting contract.

If you have any questions or need to discuss this extension, please call me at 970/244-1513.

Sincerely,

Susan J. Hyatt
Senior Buyer
City of Grand Junction
Purchasing Division

cc: Darren Starr
Dan Thorne

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Extension is hereby acknowledged:

Contractor: Megg Farms
By: John Wells
Title: owner
Date: 10/22/19



AWARD EXTENSION-4559-18-SH

August 10, 2018

Mr. John Wells
835 R-1/2 Road
Mack, CO 81525

**SOLICITATION DESCRIPTION: FIRST OF THREE ANNUAL EXTENSIONS FOR
IFB-4404-17-SH ROAD SALT TRANSPORT**

Mr. Wells,

You are hereby notified that your firm's contract has been extended to provide Road Salt Transport to the Grand Junction Streets Division as needed through **September 18, 2019**. This extension includes the necessary work as required in the original solicitation document and the resulting contract.

If you have any questions or need to discuss this extension, please call me at 970/244-1513.

Sincerely,

Susan J. Hyatt
Senior Buyer
City of Grand Junction
Purchasing Division

cc: Darren Starr
Dan Thorne

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Extension is hereby acknowledged:

Contractor: Megan Jarome
By: John C. Wells
Title: Owner
Date: 10-4-18



PURCHASING

ROAD SALT TRANSPORT CONTRACT

September 18, 2017

John Wells
835 R-1/2 Road
Mack, CO 81525

DESCRIPTION: ROAD SALT TRANSPORT SERVICES, Reference IFB-4404-17-SH

Dear Mr. Wells,

Thank you for providing **Road Salt Transport Services** as needed to the City of Grand Junction in the amount of **Thirty-Four and 00/100 (\$34.00) per ton**. The City accepts your price to provide these services using **two (2) to four (4) end dumps** that each hold approximately **25 tons**.

The main contact for this contract will be Susan Hyatt, phone 970/244-1513, email susanh@gjcity.org. Purchase Orders will be issued on an as needed basis. The Purchase Order number must be referenced on all invoices. Once an order has been placed, deliveries shall begin the following work day.

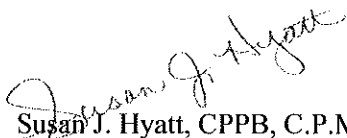
This contract shall commence sometime in mid-October and will continue until the salt shed is full. It is estimated the shed will hold approximately 1,000 tons. Predetermined pick up numbers will be given at the time the Purchase Order is issued. The mine will not load trucks without a valid pick up number so it is critical you obtain this information before being loaded. Each truck shall leave Redmond, Utah and drive directly to City Shops, 333 West Avenue, Grand Junction, CO, where it will unload. A City employee shall be present at the time of delivery to move the salt into the designated storage area.

Please provide proof of insurance within 10 working days.

Upon mutual agreement, this contract may be extended for up to three (3) additional one-year periods. You shall be notified in writing of the intention to extend prior to expiration.

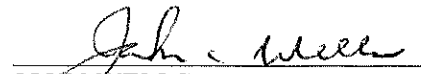
If you have any questions or need to discuss the award, please call Susan Hyatt at (970) 244-1513.

Sincerely,


Susan J. Hyatt, CPPB, C.P.M.
Senior Buyer
City of Grand Junction
Purchasing Division

CONTRACTOR SIGNATURE:

Date: 9/20/2017


JOHN WELLS

cc: Dan Thorne
Darren Starr

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/22/2017

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).

PRODUCER Truckers' Equity Agency, Inc. PO Box 417 Wheat Ridge, CO 80034-0417 Sheryl L Sinclair		Phone: 303-430-5725 Fax: 303-430-7698	CONTACT NAME: Sheryl Sinclair PHONE (A/C, No, Ext): 303-430-5725 FAX (A/C, No): 303-430-7698 E-MAIL ADDRESS: sheryl@truckersequity.com
INSURED Wells Farms 1891 9 Road Mack, CO 81525-9741		INSURER(S) AFFORDING COVERAGE INSURER A: Great West Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11371	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

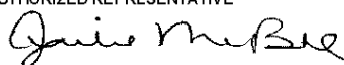
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			GWP33012M	09/19/2017	09/19/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo Broadform			GWP33012M	09/19/2017	09/19/2018	Limit 10,000 Deduct 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Reference IFB-4404-17-SH

CERTIFICATE HOLDER**CANCELLATION**

CITYGRA City of Grand Junction susanh@gjcity.org 250 N 5th Street Grand Junction, 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. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

WELLSFA OP ID: SS

DATE (MM/DD/YYYY)

09/21/2017

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).

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	INSURER(S) AFFORDING COVERAGE INSURER A: Great West Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Wells Farms 1891 9 Road Mack, CO 81525-9741	NAIC # 11371	

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CITYGRA

City of Grand Junction
 250 N 5th Street
 Grand Junction, 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
Sheryl L Sinclair

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**Request for Taxpayer
 Identification Number and Certification**

**Give Form to the
 requester. Do not
 send to the IRS.**

Name (as shown on your income tax return)
 John C Wells

Business name/disregarded entity name, if different from above
 Wells Farms

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
 835 R1/2 Rd

City, state, and ZIP code
 Mack Colo 81525

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ▶ *John C Wells* **Date** ▶ 9/21/17

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Invitation for Bids
IFB-4404-17-SH

ROAD SALT TRANSPORT

RESPONSES DUE:

August 22, 2017
Prior to 2:30 P.M. Local Time

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-
Purchasing System

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).

PURCHASING REPRESENTATIVE:

Susan Hyatt
Phone (970)244-1513
susanh@gjcity.org

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 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.

Table of Contents

Section 1	Instruction to Bidders
Section 2	General Contract Conditions
Section 3	Statement of Work
Section 4	Bid 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 required for Road Salt Transport. 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 Delivery of Bids: Equipment Details and Literature Required:** ***Each bid shall be submitted in electronic format only, and only through the BidNet Colorado website (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 www.gjcity.org/business-and-economic-development/bids for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**). All bids must be accompanied by specification sheets and/or descriptive brochures showing the detailed specifications of the equipment you propose to furnish for the bid price. All equipment will be furnished with all standard equipment as described by the literature presented with the bid proposal. References to items shown on the literature, which the bidder does not intend to supply, must be so noted in writing as an amendment to the literature. It is the bidder's responsibility to provide specific equipment details to permit proper evaluation of the bid; failure to do so may result in disqualification of the bid.
- 1.4 Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.5 Contract Documents:** The complete IFB and bidder's response compose the Contract Documents.
- 1.6 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.
- 1.7 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.

- 1.8 Addenda & Interpretations:** Any interpretations, corrections and changes to this IFB or extensions to the opening/receipt date shall be made by a written Addendum to the IFB by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at www.gjcity.org/business-and-economic-development/bids and/or BidNet at www.bdinetdirect.com/colorado. The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner employees, unless such clarification or change is provided in written addendum form from the City Purchasing Representative. Receipt of Addenda shall be acknowledged by initialing the Bid Form in the designated place.
- 1.9 Taxes:** The Owner is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.10 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.
- 1.11 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.
- 1.12 Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a 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.

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, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 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, the Bidder represents that he/she has familiarized himself 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 in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, 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. 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.
- 2.4. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.5. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.

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

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

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

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

The policy shall be applicable to all premises 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 combined single limits for bodily injury and property damage of not less than:

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

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

ONE MILLION DOLLARS (\$1,000,000) per claim

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

- 2.7. 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.
- 2.8. 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.
- 2.9. 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 a Notice to Proceed or Purchase Order. If there is no Notice to Proceed, it shall be the date of the Contract/Purchase Order or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.10. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing

safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, he shall restore, at his 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.

- 2.11. 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.
- 2.12. 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.
- 2.19. 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.
- 2.20. 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.
- 2.21. 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.
- 2.22. 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.
- 2.23. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this IFB.
- 2.24. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice*

of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation.

2.25. Employment Discrimination: During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:

2.25.1. 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.

2.25.2. 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.

2.25.3. 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.

2.26. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ 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).

2.27. 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.

2.28. Failure to Deliver: In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the 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.

2.29. 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.

2.30. 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.

- 2.31. 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.
- 2.32. 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.
- 2.33. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.34. 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.
- 2.35. 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 IFB.
- 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 IFB 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, Colorado.
- 2.38. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB 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 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 will 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 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 Owner. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for its jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.42. 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 projects. 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 projects. 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.

3. Statement of Work

3.1. General: The Owner is requesting competitive pricing from qualified and interested companies to provide Road Salt Hauling services from Redmond, Utah to Grand Junction, Colorado. Road salt will be picked up at the salt mine in Redmond and delivered to City Shops at 333 West Avenue, Grand Junction, CO. Services will be required on an as needed basis throughout for the 2017/2018 winter season. No volume guarantee is given, but during the 2016-2017 winter season approximately 1000 tons were delivered. During the 2015/2016 winter season 1,031 tons were delivered. During the 2014/2015 winter season 301 tons were delivered, and during the 2013/2014 winter season 1,107 tons were delivered. The amount of product required wholly depends on the weather.

3.2. Statement of Work: Hauling will commence after award and continue until the City of Grand Junction Streets Department is satisfied the winter season shall no longer pose a threat. The awarded Contractor will be given predetermined pick up numbers to use at the mine. The mine will not load a truck without a valid pick up number so it is critical the Contractor obtain the correct information before being loaded. Each truck shall leave Redmond and drive directly to City Shops where it will unload.

Loads expected for delivery after 3:30 P.M. will need to have prearranged Owner contact information. The Owner contact information will be provided at the time orders are placed for individual deliveries.

3.3. Deliveries: It is expected that deliveries will be made in a timely manner. Once an order has been placed, deliveries shall begin the following work day. Under non-emergency conditions, no less than three truck loads must be delivered in a single work day, until the order is complete. Under emergency conditions all equipment listed as available and committed on the Contractors Bid Form must be used to fill the order as soon as possible. The Owner reserves the right to classify the emergency situation. The salt mine does not operate on weekends or holidays, so orders placed on Friday will begin delivery the following Monday.

3.4. Truck Set-Up: End dump is preferred, but side dump and belly dump will be accepted. Please state on the Response Form which dump body is available for your trucks. **Please note: because of the configuration of the dump area, belly dumps may have difficulty due to limited space.** Remove all equipment that is not necessary for the job, and may be damaged as a result of the work required. The City is **NOT** responsible for damage or replacement of these items which include, but are not limited to: decorative center hubcaps, decorative lighting on roof, etc.

3.5. Dump Site: Trucks will haul to City Shops, located at 333 West Avenue, Grand Junction, Colorado 81501 and unload at the salt shed located north of Building A between Building B and Building C, on the west end of the parking lot. Please see Exhibit 1.

3.6. Special Conditions & Provisions: The following shall terms shall apply.

3.6.1. Price: Prices throughout the initial term of the contract shall remain firm/fixed for the first one (1) year period. A fuel price escalator/de-escalator may be included for future contract renewal, if necessary. Written requests for price revision/escalation must be received prior to the end of the term of the contract. Requests must be justified by the Contractor with documentation of the actual fuel price increases.

3.6.2. Emissions Standards: As applicable by law: Vehicles/Equipment must be supplied with manufacture's standard equipment and all devices necessary to be in compliance with the most current State of Colorado code and the Federal Motor Vehicle Safety Standards. Vehicle must comply with all Federal and Colorado motor vehicle pollution control requirements and be capable of passing State emissions tests. Delivery must include any EPA documentation. Vehicles and/or Equipment not meeting the aforementioned standards will not be accepted. The awarded Contractor bears all responsibility for complying with these requirements.

3.6.3. Compensation: The Contractor will be paid on a per ton basis. Expenses shall be all-inclusive including regular time hour rates, overtime hour rates, fuel, tires and vehicle wear and tear, and are to be included in the bid price. Bid price shall also include all permitting and interstate licensing.

3.6.4. All applicable laws shall be abided by the Contractor. The Contractor shall ensure transport trucks are in good working condition and well maintained. Contractor is responsible for vehicle weight and is responsible for any overweight tickets. Contractor is responsible for all permits related in interstate commerce. Contractor will be expected to deliver in adverse weather conditions. Consideration will be given to the number of trucks offered and the number of tons carried per truck.

3.7. References: Contractor shall provide at least three (3) references for customers that use transport services similar in size and scope. Provide company name, contact name, phone and email. Failure to provide references along with the contractor's response to this solicitation may be grounds for bid elimination.

3.8. IFB Time Schedule:

- | | |
|--|--------------------|
| • Invitation for Bids available on or about | July 31, 2017 |
| • Inquiry deadline, no questions after this date | August 11, 2017 |
| • Addenda Issued by | August 12, 2017 |
| • Submittal deadline for proposals | August 22, 2017 |
| • Insurance Cert due | September 6, 2016 |
| • Contract begins | September 11, 2017 |

3.9. Questions Regarding Scope of Services:

Susan Hyatt
susanh@gjcity.org

3.10. Term of Contract: The initial contract period shall be twelve months (12) months beginning September 11, 2017, and run continuously through September 10, 2018. 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 one (1) year contract periods, contingent upon the applicable appropriation of funds for fiscal year funding. By submitting a response to this solicitation, the proposer *agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein.*

4. Contractor's Bid Form

Bid Date: _____

Project: IFB-4404-17-SH Road Salt Transport

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 Solicitation Documents 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.

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.

Bid Price per ton: \$ _____

Written: _____ **dollars per ton**

Each truck will haul _____ **tons.**

EXHIBIT 1

