



## Purchasing Division

## Change Order # 1

Date: March 19, 2022  
 Contractor: Colorado West Contracting, Inc.  
 From: City of Grand Junction, Department of Public Works, Streets Division  
 Project: 3<sup>rd</sup> Year Contract Renewal for Dump Truck Rentals w/Drivers for City Spring Cleanup  
 PO #  
 Contract No.: 5015-22-KH

Description: Due to the exceptionally high increase in diesel fuel costs, the City shall grant a 5% fuel surcharge to be added to the per driver/per hour unit price rate. Contracted unit price rate = \$92.00. 5% fuel surcharge (based upon contracted unit rate) = \$4.60 per driver/per hour. New total contract rate = \$96.60. This new rate shall only apply to the 2022 calendar year, for this project.

## Summary of Contract Price Adjustments:

Original Contract	\$92.00 per driver/per hour
Approved Change Orders to Date	\$0.00
<u>This Change Order</u>	<u>\$4.60 fuel surcharge (5%)</u>
Revised Contract Amount	\$96.60 per driver/per hour

## Summary of Contract Time Adjustments:

Original Contract Time	13 Calendar Days
Approved Change Orders to Date	0 Calendar Days
<u>This Change Order</u>	<u>0 Calendar Days</u>
Revised Contract Time	13 Calendar Days (April 4, 2022 – April 16, 2022)

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: City of Grand Junction

Prepared by: DocuSigned by:  
*Duane Hoff Jr., Contract Administrator - City of Grand Junction*  
 Duane Hoff Jr., Contract Administrator Date: 3/21/2022

Approved by: DocuSigned by:  
*Eric Mocko - Transportation Engineer, City of Grand Junction*  
 Eric Mocko, Acting Director of Public Works, on behalf of  
 Trent Prall, Director of Public Works Date: 3/21/2022

Contractor: Colorado West Contracting, Inc.

Signature: DocuSigned by:  
*Glenn A. Stout - Colorado West Contracting, Inc*  
 Glenn A. Stout - Colorado West Contracting, Inc Date: 3/20/2022

Name and Title: Glenn A. Stout - Colorado West Contracting, Inc. Secretary

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
Colorado West Contracting, Inc., a Corporation  
organized under the laws of the State of Colorado, hereinafter  
referred to as the "Contractor" and North American Specialty Insurance Company  
\_\_\_\_\_, a corporation organized under the laws of the State of New Hampshire  
\_\_\_\_\_, and authorized and licensed to transact business in the State of  
Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the  
City of Grand Junction, Colorado, hereinafter referred to as the "City", in the penal sum  
of Two Hundred Nine Thousand Seven Hundred Sixty And No/100  
\_\_\_\_\_ dollars (\$209,760.00), lawful money of the  
United States of America, for the payment of which sum the Contractor and Surety bind  
themselves and their heirs, executors, administrators, successors and assigns, jointly  
and severally by these presents.

WHEREAS, the above Contractor has on the 24th day of January,  
2022, entered into a written contract with the City for furnishing all labor, materials,  
equipment, tools, superintendence, and other facilities and accessories for the  
construction of #5015-22-KH, 3rd Year Contract Renewal for Dump Truck Rentals w/Drivers for Spring Cleanup  
\_\_\_\_\_ (the "Project") and Contract No. #5015-22-KH if appropriate, in  
accordance with the Contract, Special Conditions, Special Provisions, General Contract  
Conditions, Contract Drawings, Specifications and all other Contract Documents  
therefor which are incorporated herein by reference and made a part hereof, and are  
herein referred to as the "Contract".

NOW, THEREFORE, the conditions of this performance bond are such that if the  
Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from
3. any breach or default by the Contractor under the Contract,


then this bond is void; otherwise, it shall remain in full force and effect.

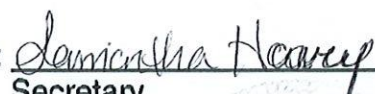
IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the Work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 2nd day of March, 2022

CONTRACTOR: Colorado West Contracting, Inc.

By:   
Leor Harvey  
Title: President

ATTEST:   
Secretary

SURETY: North American Specialty Insurance Company

By:   
K'Anne E. Vogel  
Title: Attorney-in-Fact



(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
Colorado West Contracting, Inc., a Corporation \_\_\_\_\_ organized  
under the laws of the State of Colorado, hereinafter referred to as the  
"Contractor" and North American Specialty Insurance Company  
\_\_\_\_\_, a corporation organized under the laws of the State of New Hampshire  
\_\_\_\_\_, and authorized and licensed to transact business in the State of Colorado,  
hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand  
Junction, Colorado, hereinafter referred to as the "City," in the penal sum of \_\_\_\_\_  
Two Hundred Nine Thousand Seven Hundred Sixty And No/100  
\_\_\_\_\_ dollars (\$209,760.00) in money of the United  
States of America, for the payment of which sum the Contractor and Surety bind  
themselves and their heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 24th day of January,  
2022, entered into a written contract with the City for furnishing all labor, materials,  
equipment, tools, superintendence, and other facilities and accessories for the  
construction of #5015-22-KH, 3rd Year Contract Renewal for Dump Truck Rentals w/Drivers for Spring Cleanup  
\_\_\_\_\_ (the "Project") and Contract No. #5015-22-KH if appropriate, in  
accordance with the Contract, Special Conditions, Special Provisions, General Contract  
Conditions, Contract Drawings, Specifications and all other Contract Documents  
therefor which are incorporated herein by reference and made a part hereof, and are  
herein referred to as the "Contract".

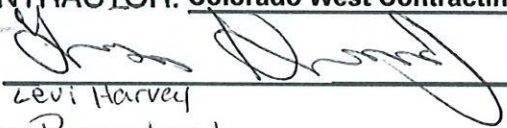
NOW, THEREFORE, the condition of this payment bond obligation is such that if  
the Contractor shall at all times promptly make payments of all amounts lawfully due to  
all persons supplying or furnishing it or its subcontractors with labor, materials, rental  
machinery, tools or equipment, used or performed in the prosecution of work provided  
for in the above Contract and shall indemnify and save harmless the City to the extent  
of any and all payments in connection with the carrying out of such Contract which the  
City may be required to make under the law, and for all losses, damages, expenses,  
costs, and attorneys' fees incurred by the City resulting from the failure of the  
Contractor to make the payments discussed above, then this obligation shall be null  
and void, otherwise, it shall remain in full force and effect.

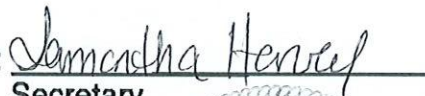


PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract Documents, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase or decrease in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

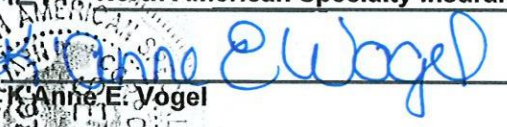
IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 2nd \_\_\_\_\_ day of March \_\_\_\_\_, 2022

CONTRACTOR: Colorado West Contracting, Inc.

By:   
Levi Harvey  
Title: President

ATTEST:   
Secretary

SURETY: North American Specialty Insurance Company

By:   
K. Anne E. Vogel  
Title: Attorney-in-Fact



(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

JOINTLY OR SEVERALLY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, TERRI L. REESE, ROBERT CHARLES TORREZ, CHRISTINA L. TOWNSEND, ASHLEY K. ANDERSON, MARY ANN EURICH
JENNIFER J. WALKER, BARBARA J. ARNOLD, K'ANNE E. VOGEL, NIKKI M. MOSBRUCKER, NICOLE LEE MCGUIRE, LYNN CHRISTINE BOSMAN
and ANDREW P. WALTERS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 18th of November, 2021 and Westport Insurance Corporation by written consent of its Executive Committee dated July, 18, 2011.

'RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.'



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By [Signature]
Erik Janssens, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29th day of NOVEMBER, 20 21

State of Illinois
County of Cook
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

On this 29th day of NOVEMBER, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Erik Janssens, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company and Westport Insurance Corporation, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company and Westport Insurance Corporation, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of March, 2022.

[Signature]
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company & Westport Insurance Corporation



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/2/2022

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).

<b>PRODUCER</b> Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	<b>CONTACT NAME:</b> Matthew L. Hall	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> matth@hlic.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Employers Mutual Companies		<b>21415</b>
<b>INSURER B :</b> Pinnacol Assurance		<b>41190</b>
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**INSURED**

Colorado West Contracting, Inc.  
241 31 3/10 Rd  
Grand Junction, CO 81503

### 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		5X9458821	10/14/2021	10/14/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GENERAL AGGREGATE	\$ 2,000,000						
	PRODUCTS - COMP/OP AGG	\$ 2,000,000						
							\$	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5X9458821	10/14/2021	10/14/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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		2052092	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 100,000
							E.L. DISEASE - EA EMPLOYEE	\$ 100,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Equipment Floater			5X9458821	10/14/2021	10/14/2022	Rented/Leased	100,000


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

Contract#5015-22-KH

Dump Truck Rentals w/Drivers for City Spring Clean-up Program. City of Grand Junction is listed as Additional Insured on the General Liability.

### CERTIFICATE HOLDER

### CANCELLATION

City of Grand Junction & Mesa County 910 Main 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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## CHANGE ORDER Number 1

Date: February 9, 2022  
To: Colorado West Contracting, Inc.  
From: City of Grand Junction, Public Works Department  
Project: 3<sup>rd</sup> Year Contract Renewal for Dump Truck Rentals w/ Drivers for City Spring Cleanup  
P.O.: 2022-00000065

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The above referenced contract shall be modified as follows:

**Contract:** Upon mutual agreement between the contracted firm and the City, the additional scope in the email below shall be added.

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for "" performance of the changes within the Contract Time. Pricing shall remain the same per the renewal dated 1/24/2022 and the original solicitation documents.

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Owner: **City of Grand Junction**

Prepared by: DocuSigned by: Kassy Hackett Date: 3/21/2022  
Kassy Hackett, Buyer

Recommended by: DocuSigned by: Trent Prall Date: 3/18/2022  
Trent Prall, Public Works Director

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Contractor: **Colorado West Contracting, Inc.**

Signature: DocuSigned by: Levi Harvey Date: 3/21/2022  
Name and Title: Levi Harvey President



**RE: Additional Scope for 3rd Year Renewal - Dump Trucks Rentals with Drivers #5015-22-KH**

GLENN STOUT <GLEN\_STOUT@msn.com>

Wed 2/9/2022 2:19 PM

To: Kassy Hackett <kassyh@gjcity.org>

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

Kassy; we can add the additional scope to the original contract. Please draft the change order.  
Thanks, Glenn A. Stout Secretary Colorado West Contracting, Inc.

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**From:** Kassy Hackett <kassyh@gjcity.org>

**Sent:** Tuesday, February 8, 2022 3:38 PM

**To:** pmease@gmail.com

**Cc:** GLENN STOUT <GLEN\_STOUT@msn.com>

**Subject:** Additional Scope for 3rd Year Renewal - Dump Trucks Rentals with Drivers #5015-22-KH

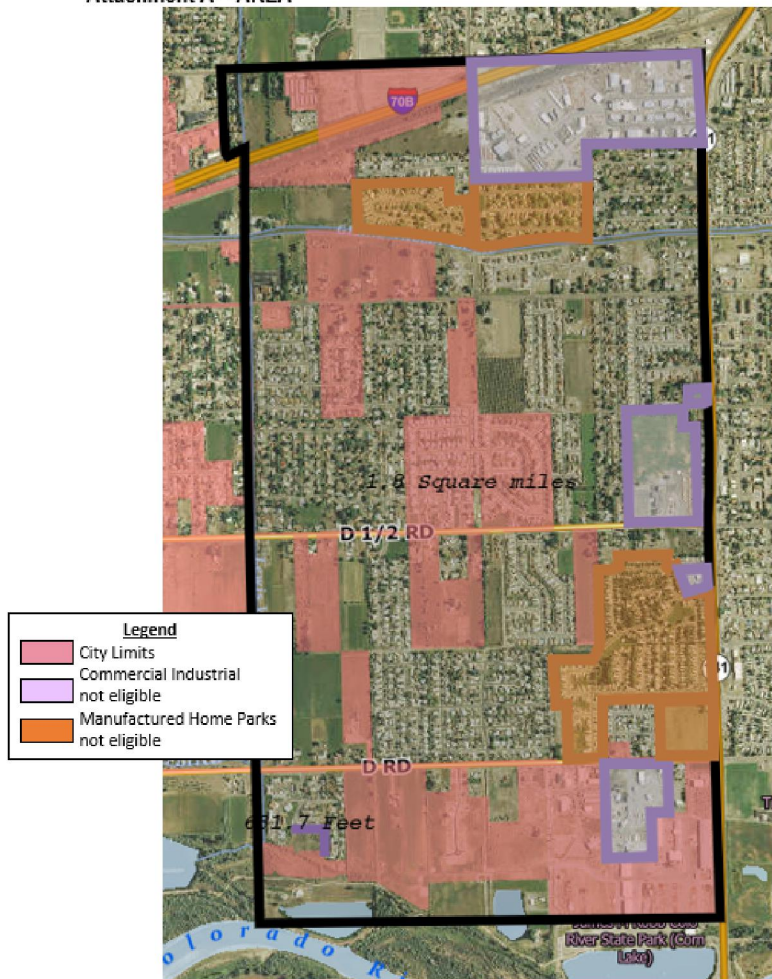
Hello Preston,

The City would like to request to add the additional scope below to the renewal for dump truck rentals and drivers. Would Colorado West Contractors be willing and able to add the additional scope below? If so, I will get a change order drafted and sent over to you.

**ADDITIONAL SCOPE:**

The City have been asked to pick up approximately 1600 additional addresses in the Clifton area as it is adjacent to an area that we already pickup. The area is bounded by 31 Road on the west, 32 Road on the east, E ½ Road on the north and the Colorado River on the south (AREA) as shown on Attachment A below.

## Attachment A – AREA



The transfer facility the truckers would haul to is at 3215 D Road which is just an 1/8 mile east of the area along D Road (would not haul this material back to the City's Clymer site).

This area will be picked up the week of April 11. This is the 2nd week of the program and typically we have finished on Thursday. Additional projected time over the existing contract would be between 7 and 15 hours depending on participation rate from those residents adding between 1 to 1.5 days.

**Please advice.**

Thank you,

Kassy Hackett  
Buyer  
City of Grand Junction  
910 Main St.  
Grand Junction, CO 81501  
970-244-1546  
[kassyh@gjcity.org](mailto:kassyh@gjcity.org)



**CONTRACT RENEWAL**

#5015-22-KH

Date: January 24, 2022

Supplier: Colorado West Contracting, Inc.

Project: 3<sup>rd</sup> Year Contract Renewal for Dump Truck Rentals w/ Drivers for City Spring Cleanup

Congratulations, you have been awarded the 3<sup>rd</sup> year renewal option for contract #5015-22-KH **Dump Truck Rentals w/ Drivers for City Spring Cleanup**, dated January 24, 2022.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated March 1, 2019 for Solicitation No. IFB-4596-19-DH for Dump Truck Rentals w/ Drivers for City Spring Cleanup, to provide (19) dump trucks with drivers, for a unit price rate of **\$92.00 per driver per hour**. This renewal shall cover all services from April 4, 2022 – April 16, 2022.

Please notify Chris Spears, City of Grand Junction Street Supervisor 970-244-1584 for scheduling and **return to the Purchasing Division your Proof of Insurance Certificate and Payment & Performance Bonds, as per the contract documents.**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
*Kassy Hackett*  
F089F221BF93450  
Kassy Hackett, Buyer

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Colorado west contracting inc

By: DocuSigned by:  
*Preston Mease*  
261260CAB91C482 Preston Mease

Title: vice President

Date: 1/24/2022



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/25/2022

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).

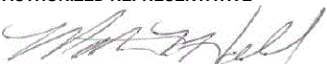
<b>PRODUCER</b> Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	<b>CONTACT NAME:</b> Matthew L. Hall <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> matth@hlic.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A :</b> Employers Mutual Companies <b>NAIC #</b> 21415 <b>INSURER B :</b> Pinnacol Assurance <b>41190</b> <b>INSURER C :</b> _____ <b>INSURER D :</b> _____ <b>INSURER E :</b> _____ <b>INSURER F :</b> _____

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____	X		5X9458821	10/14/2021	10/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5X9458821	10/14/2021	10/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	2052092	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Equipment Floater			5X9458821	10/14/2021	10/14/2022	Rented/Leased 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Contract#5015-22-KH**  
Dump Truck Rentals w/Drivers for City Spring Clean-up Program. City of Grand Junction is listed as Additional Insured on the General Liability.

<b>CERTIFICATE HOLDER</b>  City of Grand Junction 910 Main Street Grand Junction, CO 81501	<b>CANCELLATION</b>  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  





**CONTRACT RENEWAL**

#4874-21-DH

Date: February 5, 2021

Supplier: Colorado West Contracting, Inc.

Project: 2<sup>nd</sup> Year Contract Renewal for Dump Truck Rentals w/ Drivers for City Spring Cleanup

Congratulations, you have been awarded the 2<sup>nd</sup> year renewal option for contract #4874-21-DH **Dump Truck Rentals w/ Drivers for City Spring Cleanup**, dated February 5, 2021.

The Contractor shall provide to City of Grand Junction the products and services set forth in the Contract Documents dated March 1, 2019 for Solicitation No. IFB-4596-19-DH for Dump Truck Rentals w/ Drivers for City Spring Cleanup, to provide (19) dump trucks with drivers, for a unit price rate of **\$92.00 per driver per hour**. This renewal shall cover all services from April 5, 2021 – April 16, 2021.

Please notify Dan Thorn, City of Grand Junction Operations & Maintenance Supervisor 970-244-1571 for scheduling, **and return to the Purchasing Division an acknowledged copy of this Contract Renewal, Proof of Insurance Certificate, and Payment & Performance Bonds, as per the contract documents.**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
*Duane Hoff Jr., Senior Buyer - City of Grand Junction*  
\_\_\_\_\_  
Duane Hoff Jr., Senior Buyer

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: colorado west contracting inc

By: DocuSigned by:  
*Preston Mease* Preston Mease

Title: vice President

Date: 2/8/2021 | 10:42 MST



**CONTRACT RENEWAL**  
**#4757-20-DH**

Date: February 10, 2020

Supplier: Colorado West Contracting, Inc.

Project: 1st Year Contract Renewal for Dump Truck Rentals w/Drivers for Spring Cleanup  
Congratulations, you have been awarded the 1<sup>st</sup> year renewal option for contract #4757-20-DH **Dump Truck Rentals w/Drivers for Spring Cleanup**, dated February 10, 2020.

The Contractor shall provide to the City the products and services set forth in the Contract Documents dated March 1, 2019 for Solicitation No. IFB-4596-19-DH for Dump Truck Rentals w/Drivers for Spring Cleanup, to provide (19) dump trucks with drivers, for a unit price rate of **\$92.00 per driver per hour**. This renewal shall cover all services from March 30, 2020 – April 10, 2020.

Please notify Dan Thorne, City of Grand Junction Operations & Maintenance Supervisor 970-244-1571 for scheduling, **and return to the Purchasing Division an acknowledged copy of this Contract Renewal, Proof of Insurance Certificate, and Payment & Performance Bonds, as per the contract documents.**

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr., Senior Buyer - City of Grand Junction*

9F789E7D50F21BC...

Duane Hoff Jr., CPPB, Senior Buyer

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: colorado west contracting inc

DocuSigned by:

*Preston Mease*

Preston Mease

By:

284286CAB91D482...

Title:

vice President

Date:

2/10/2020 | 16:56 MST



**NOTICE OF AWARD**

Date: February 12, 2020  
Company: Colorado West Contracting, Inc.  
Project: 1st Year Contract Renewal for Dump Truck Rentals w/Drivers for Spring Cleanup 4757-20-DH

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You have been awarded the City of Grand Junction 1st Year Contract Renewal for Dump Truck Rentals w/Drivers for Spring Cleanup 4757-20-DH for an estimated amount of **\$153,000.00**.

Please notify Dan Thorne, City of Grand Junction – Project Manager 970-244-1571 for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, Payment & Performance Bonds, and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr., Senior Buyer - City of Grand Junction*

9F789E7D558F14BC...

Duane Hoff Jr., Senior Buyer

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: colorado west contracting inc

DocuSigned by:

*Preston Mease*

Preston Mease

By:

284288CAB91D482...

Title: vice president

Date: 2/12/2020 | 10:26 MST







### NOTICE TO PROCEED

Date: March 19, 2019  
Contractor: Colorado West Contracting, Inc.  
Project: Dump Truck Rentals w/Drivers for City Spring Cleanup Program  
IFB-4596-19-DH

In accordance with the contract dated March 1, 2019 the Contractor is hereby notified to begin work on the Project on or before April 8, 2019.

The date of final completion as determined is April 19, 2019.

### CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

DocuSigned by:  
Duane Hoff Jr., Senior Buyer - City of Grand Junction  
9F789E7D50F74BC...  
Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Colorado west contracting inc

By: DocuSigned by:  
Preston Mease  
284288CAB91D462...

Print Name: Preston Mease

Title: vice President

Date: 3/19/2019 | 21:00 MDT



**NOTICE OF AWARD**

Date: March 1, 2019  
Company: Colorado West Contracting, Inc.  
Project: Dump Truck Rentals w/Drivers for City Spring Cleanup Program IFB-4596-19-DH

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You have been awarded the City of Grand Junction Dump Truck Rentals w/Drivers for City Spring Cleanup Program IFB-4596-19-DH for a Straight Time Hourly Rate of **\$92.00**. No overtime hourly rates shall apply.

Please notify Dan Thorne, City of Grand Junction Streets Supervisor 970-244-1571 for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, Signed Contract, Payment & Performance Bonds, and Insurance Certificate, as per the solicitation documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr., Senior Buyer - City of Grand Junction*

9F789E7D30F18C...

Duane Hoff Jr., Senior Buyer

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Colorado west contracting inc

DocuSigned by:

*Preston Mease*

Preston Mease

By:

284286CAB91D482...

Title: vice President

Date: 3/3/2019 | 13:33 MST



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this 1<sup>st</sup> day of March, 2019 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Colorado West Contracting, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Dump Truck Rentals w/Drivers for City Spring Cleanup Program IFB-4596-19-DH.**

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **Dump Truck Rentals w/Drivers for City Spring Cleanup Program;**
- c. Notice of Award
- d. Contractors Response to the Solicitation

- e. Work Change Requests (directing that changed work be performed);
- f. Field Orders
- g. Change Orders.

## ARTICLE 2

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

## ARTICLE 3

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

## ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the Straight Time Hourly Rate of **Ninety Two and 00/100 Dollars (\$92.00). No overtime hourly rates shall apply.** If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or



consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

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

ARTICLE 8

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

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

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 3/3/2019 | 09:22 MST  
Duane Hoff Jr., Senior Buyer Date

**Colorado West Contracting, Inc.**

DocuSigned by:  
By: Preston Mease 3/3/2019 | 13:33 MST  
Preston Mease vice President Date



Purchasing Division

## Invitation for Bid

### IFB-4596-19-DH

## Dump Truck Rentals w/Drivers for City Spring Cleanup Program

### **Responses Due:**

January 17, 2019 prior to 3:30 PM MST

**Accepting Electronic Responses Only**

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

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

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

### **Purchasing Representative:**

Duane Hoff Jr., Senior Buyer

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

Phone (970) 244-1545

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
	Attachments

# **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 to provide dump truck rentals with drivers to haul refuse to dump sites for the City Spring Cleanup Program. All dimensions and scope of work should be verified by Contractors 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 website (<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 view our "Electronic Vendor Registration Guide" at <http://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**)
- 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.gjcity.org/business-and-economic-development/bids/>.
- 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](http://www.rockymountainbidsystem.com). Bidders shall acknowledge receipt of all addenda in their response and are solely responsible for obtaining all solicitation documents.

- 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. 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, the Contractor 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, the Contractor shall assume full responsibility and shall bear all costs attributable.

**2.7. 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.

**2.8. 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

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

- 2.9. 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.
- 2.10. 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.
- 2.11. 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.
- 2.12. 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.
- 2.13. 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.



**2.14. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

**2.15. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

**2.16. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

**2.17. 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.

- 2.18. 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.
- 2.19. 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.
- 2.20. 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.
- 2.21. 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 completed. 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. Cancellation 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. Evaluation of Responses:** The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- negotiate final terms with the Successful Bidder, and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

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

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

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

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

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

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

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

- 2.35. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.36. 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.
- 2.37. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.38. 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.
- 2.39. Expenses:** Expenses incurred in preparation, submission and presentation of this Solicitation are the responsibility of the company and cannot be charged to the Owner.
- 2.40. 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.
- 2.41. 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.

**2.42. 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.

**2.43. 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).

**2.43.1. "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.

**2.44. Definitions:**

- 2.44.1.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.44.2.** "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.
- 2.44.3.** "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 sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

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

- 3.1. Project Description:** The City of Grand Junction is requesting competitive pricing from qualified and interested companies, to provide rentals of sixteen (16) 10 – 12 cubic yard tandem dump trucks with operators to assist City street crews in removing an estimated 17,000 cubic yards of typical "spring cleaning" residential/household refuse. Services will be required during the City's two week "Spring Cleanup" campaign, commonly referred to as the "Fresh As A Daisy". The dates of operation for the 2016 program are April 8, 2019 and ending April 19, 2019.
- 3.2. Goals:** To meet our anticipated goal of 17,000 cubic yards of debris removed in 12 working days, the expectation is that approximately 15 loads daily will be transported by each Contractor dump truck to two (2) separate transfer sites for two consecutive weeks.
- 3.3. Emissions Standards:** As applicable by law: Vehicles/ Equipment must be supplied with manufacturer's standard equipment and all devices necessary to be in compliance with the 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.
- 3.4. Compensation:** The Contractor will be paid for hours worked based on each driver, not each truck. All expenses including equipment, fuel, labor, regular straight time hour rates and overtime hour rates are to be included as a lump sum hourly rate. It is not expected that overtime work will be required for this project.



- 3.5. The Spring Cleanup:** The cleanup will run Monday through Saturday, 6:00a.m. to 4:30p.m. Due to unforeseen weather or schedule the time may vary, but the intent is to work an estimated maximum of 60 hours per week. City collection crews will canvas City streets collecting residential debris. Collected debris will be hauled to designated Roll-Off Transfer sites by City forces where they will fill 40 cubic yard containers provided by the Roll-Off Container Contractor.
- 3.6. Truck Set-Up:** City personnel will load tandem trucks with skid steer loaders. This requires that all tandem dumps have sideboards removed. It is mandatory that tailgates are tilted at an angle slightly above the level of the floor of the dump bed for easy unloading. No swing-out tailgates will be accepted. No obstruction in bed of truck that could hold trash. The maximum height on sides of dump trucks shall not exceed 9'. All loads must be covered; trucks shall have a working tarp system and back up alarms. Trucks shall have current DOT inspection certification.

Remove all accessory 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 to these items which include, but are not limited to the following: decorative center hubcaps, decorative lighting on roof, etc...

No "rock boxes" shall be allowed.

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

**3.8. Calendar of Events:**

**3.8.1. NORTH - FIRST WEEK OF COLLECTION:** During the first week which is April 8<sup>th</sup> – April 12<sup>th</sup>, the North half of the City (North of North Avenue) will be canvassed by City forces and dump trucks. Transfer Roll off containers are located at two sites: #1) the vacant lots near 25½ Road and West Pinyon Avenue and, #2) on a vacant parcel located on 27 Road ¼ mile north of G Road. Each site will be operational each working day of this week between 6:30 A.M. and 4:30 P.M.

**3.8.2. SOUTH - SECOND WEEK OF COLLECTION:** During the second week which is April 15<sup>th</sup> – April 19<sup>rd</sup> the south half of the City (South of North Avenue) will be canvassed by City forces and dump trucks. Transfer Roll off containers are located at two sites: #1 & 2) vacant area on S.W. corner of Lawrence and Hale Avenue. Each site will be operational each working day of this week between 6:30 A.M. and 4:30 P.M.

NOTE: Collection Sites are subject to change.

**3.9. Owner's Project Manager:**

The Project Manager and Technical Specialist, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Contractor. The Project Manager and Technical Specialist shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

**3.10. Special Conditions & Provisions:**

**3.10.1.** Truck drivers are requested to avoid the 7<sup>th</sup> Street Historical District.

**3.10.2.** The awarded Contractor shall not be permitted to be a driver for the dump trucks during the program.

**3.10.3.** Contractor shall be charged the "Straight Time Hour Rate" for hours missed during the program, per dump truck.

**3.10.4.** All Drivers must have P.P.E including hardhat, gloves, class 2 vest and a shovel.

**3.10.5.** Drivers will be required to be out to the truck helping the skid steer operator when loading.

**3.11.Contract:** Contract shall commence upon award and will run through the 2019 Spring Cleanup operations. The awarded Contractor and the Owner agree that the contract may, upon mutual agreement of the Contractor and the Owner, be extended under the terms and conditions of the contract for up to three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding/appropriations.

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

- Contractor's Bid Form
- Price Bid Schedule

**3.13. IFB Tentative Time Schedule:**

- |   |                  |
|---|------------------|
| • Invitation for Bids available                         | January 3, 2019  |
| • Inquiry deadline, no questions after this date        | January 11, 2019 |
| • Addenda Issued by                                     | January 14, 2019 |
| • Submittal deadline for proposals                      | January 17, 2019 |
| • Contract execution (unless Council approval required) | January 25, 2019 |
| • Bonding & Insurance Cert due                          | January 31, 2019 |
| • Work begins no later than                             | April 8, 2019    |

**3.14. Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

## **4. Contractor's Bid Form**

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

**Project:** IFB-4596-19-DH "Dump Truck Rentals w/Drivers for City Spring Cleanup Program"

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

**Name of Authorized Agent:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

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

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

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

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

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

**Title:** \_\_\_\_\_

**PRICE BID SCHEDULE: IFB-4596-19-DH Dump Truck Rentals w/Drivers for City Spring Cleanup Program**

As a responsible contractor, I (we) agree to provide a quantity of sixteen (16) each 10 - 12 cubic yard tandem dump trucks in accordance with the general provisions, specifications and bid form of Invitation for Bids for the following compensation:

- 1) **STRAIGHT TIME HOUR RATE:** Per hour charge for each driver provided by Contractor as per the "Statement of Work":

\$ \_\_\_\_\_

**Price Written**

---

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

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

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

**Title:** \_\_\_\_\_

## 4. Contractor's Bid Form

Bid Date: 01/17/2019 3:30 PM

Project: IFB-4596-19-DH "Dump Truck Rentals w/Drivers for City Spring Cleanup Program"

Bidding Company: COLORADO WEST CONTRACTING, INC

Name of Authorized Agent: GLENN A STOUT

Email glen-stout@msn.com pmease@gmail.com

Telephone 470 250 0801 470 250 1151 Address 241 31<sup>st</sup> ROAD

City GRAND JUNCTION State COLO Zip 81503

The undersigned Bidder, in compliance with the Invitation for Bids, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Bid Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

Prices in the bid proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this bid proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a bid proposal for the purpose of restricting competition.
- The individual signing this bid proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of 1 percent of the net dollar will be offered to the Owner if the invoice is paid within 4 days after the receipt of the invoice.

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

State number of Addenda received: - 0 -

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

Company: COLORADO WEST CONTRACTING, INC

Authorized Signature: Glenn A Stout

Title: SECRETARY



**PRICE BID SCHEDULE: IFB-4596-19-DH Dump Truck Rentals w/Drivers for City Spring Cleanup Program**

As a responsible contractor, I (we) agree to provide a quantity of sixteen (16) each 10 - 12 cubic yard tandem dump trucks in accordance with the general provisions, specifications and bid form of Invitation for Bids for the following compensation:

- 1) **STRAIGHT TIME HOUR RATE:** Per hour charge for each driver provided by Contractor as per the "Statement of Work":

\$ 92.00

**Price Written**

NINETY TWO DOLLARS

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

Company: COLORADO WEST CONTRACTING, INC

Authorized Signature: Glenn A Stout

Title: SECRETARY

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Colorado West Contracting, Inc.  
241 31 3/10 Road, Grand Junction, CO 81503 as Principal, and  
North American Specialty Insurance Company as Surety, are hereby  
held and firmly bound unto City of Grand Junction as OWNER  
in the penal sum of Five Percent (5%) of Total Amount Bid

\_\_\_\_\_ for the payment of which, well and truly to be  
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 17th day of January, 2019 .

The Condition of the above obligation is such that whereas the Principal has submitted to \_\_\_\_\_  
City of Grand Junction a certain BID, attached hereto  
and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_  
IFB-4596-19-DH, Dump Truck Rentals with Drivers for City Spring Cleanup Program

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

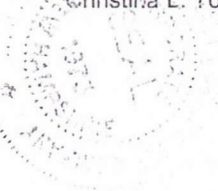
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Colorado West Contracting, Inc. (L.S.)  
Principal

By: Glenn A. Stout SECRETARY 01/17/2019

North American Specialty Insurance Company  
Surety

By: Christina L. Townsend  
Christina L. Townsend Attorney-in-Fact



IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, TERRI L. REESE, VICKIE GOLOBIC, ROBERT CHARLES TORRES, JONATHAN B. LAND, CHRISTINA L. TOWNSEND, ASHLEY K. ANDERSON
MARY ANN EURICH, JENNIFER J. WALKER, JOHNA KATHRYN MOORS, BARBARA J. ARNOLD, RUTH ANNE LINDSAY, AND DONNA L ADAMS

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 23 day of JANUARY, 2018.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 23 day of JANUARY, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 17th day of January, 2019.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/6/2019

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).

<b>PRODUCER</b> Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	CONTACT NAME: <b>Matthew L. Hall</b>
	PHONE (A/C, No, Ext): E-MAIL ADDRESS: <b>matth@hlic.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A : <b>Employers Mutual Companies</b>
	INSURER B : <b>Pinnacol Assurance</b>
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

INSURED: **Colorado West Contracting, Inc.**  
241 31 3/10 Rd  
Grand Junction, CO 81503

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>X</b> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		5X9458819	10/14/2018	10/14/2019	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<b>X</b> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			5X9458819	10/14/2018	10/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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	2052092	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: IFB-4596-19-DH - Dump Truck Rentals w/Drivers for City Spring Clean-up Program. City of Grand Junction is listed as Additional Insured on the General Liability.

<b>CERTIFICATE HOLDER</b>  City of Grand Junction 250 N. 5th Street Grand Junction, CO 81501	<b>CANCELLATION</b>  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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HUB International Colorado

2000 S Colorado Blvd., Tower 2, Suite 150  
Denver, CO 80222  
Toll Free: (888) 795-0300

hubinternational.com

2/13/2020

City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501

**RE:** Colorado West Contracting, Inc.

**Bond No.:** 2297568

**Project:** 4757-20-DH, 1st Year Contract Renewal for Dump Truck Rentals w/Drivers for Spring Cleanup

To Whom It May Concern:

As the contract for this project has not yet been dated, this letter is to inform you that you have the authority to insert the Contract Date on the above mentioned bond and Power of Attorney. Please remember the signed and sealed date indicated on the bonds cannot be prior to the contract date. The date must be **on** or **after** the contract date. The date on the Power of Attorney must also match the signed and sealed date of the bond. Feel free to contact me directly should you have any questions.

Sincerely,



**Jessica Rini**

Senior Surety Account Manager

HUB International Colorado

**Office:** 303-893-0300

**Toll-free:** 888-795-0300

[jessica.rini@hubinternational.com](mailto:jessica.rini@hubinternational.com)



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
Colorado West Contracting, Inc., a Corporation  
organized under the laws of the State of Colorado, hereinafter  
referred to as the "Contractor" and North American Specialty Insurance Company  
\_\_\_\_\_, a corporation organized under the laws of the State of New Hampshire  
\_\_\_\_\_, and authorized and licensed to transact business in the State of  
Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the  
City of Grand Junction, Colorado, hereinafter referred to as the "City", in the penal sum  
of One Hundred Fifty-three Thousand And No/100  
\_\_\_\_\_ dollars (\$153,000.00), lawful money of the  
United States of America, for the payment of which sum the Contractor and Surety bind  
themselves and their heirs, executors, administrators, successors and assigns, jointly  
and severally by these presents.

WHEREAS, the above Contractor has on the 10<sup>th</sup> day of February,  
2020, entered into a written contract with the City for furnishing all labor, materials,  
equipment, tools, superintendence, and other facilities and accessories for the  
construction of 1st Year Contract Renewal for Dump Truck Rentals w/Drivers for Spring Cleanup  
\_\_\_\_\_ (the "Project") and Contract No. 4757-20-DH, if appropriate, in  
accordance with the Contract, Special Conditions, Special Provisions, General Contract  
Conditions, Contract Drawings, Specifications and all other Contract Documents  
therefor which are incorporated herein by reference and made a part hereof, and are  
herein referred to as the "Contract".

NOW, THEREFORE, the conditions of this performance bond are such that if the  
Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the City all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in performance of the Contract), expenses, costs and attorneys' fees, that the City sustains resulting from
3. any breach or default by the Contractor under the Contract,

then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the Work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 24<sup>th</sup> day of February, 2020

CONTRACTOR: Colorado West Contracting, Inc.

By: Paula Moore

Title: Vice President

ATTEST: Glenn A. Stout  
Secretary

SURETY: North American Specialty Insurance Company

By: Jessica Jean Rini

Title: Attorney-in-Fact

(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)



**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
Colorado West Contracting, Inc., a Corporation \_\_\_\_\_ organized  
under the laws of the State of Colorado, hereinafter referred to as the  
"Contractor" and North American Specialty Insurance Company  
\_\_\_\_\_, a corporation organized under the laws of the State of New Hampshire  
\_\_\_\_\_, and authorized and licensed to transact business in the State of Colorado,  
hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand  
Junction, Colorado, hereinafter referred to as the "City," in the penal sum of \_\_\_\_\_  
One Hundred Fifty-three Thousand And No/100  
\_\_\_\_\_ dollars (\$153,000.00) of money of the United  
States of America, for the payment of which sum the Contractor and Surety bind  
themselves and their heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 10<sup>th</sup> day of February,  
2020, entered into a written contract with the City for furnishing all labor, materials,  
equipment, tools, superintendence, and other facilities and accessories for the  
construction of 1st Year Contract Renewal for Dump Truck Rentals w/Drivers for Spring Cleanup  
\_\_\_\_\_ (the "Project") and Contract No. 4757-20-DH, if appropriate, in  
accordance with the Contract, Special Conditions, Special Provisions, General Contract  
Conditions, Contract Drawings, Specifications and all other Contract Documents  
therefor which are incorporated herein by reference and made a part hereof, and are  
herein referred to as the "Contract".

NOW, THEREFORE, the condition of this payment bond obligation is such that if  
the Contractor shall at all times promptly make payments of all amounts lawfully due to  
all persons supplying or furnishing it or its subcontractors with labor, materials, rental  
machinery, tools or equipment, used or performed in the prosecution of work provided  
for in the above Contract and shall indemnify and save harmless the City to the extent  
of any and all payments in connection with the carrying out of such Contract which the  
City may be required to make under the law, and for all losses, damages, expenses,  
costs, and attorneys' fees incurred by the City resulting from the failure of the  
Contractor to make the payments discussed above, then this obligation shall be null  
and void, otherwise, it shall remain in full force and effect.

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract Documents, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase or decrease in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 24<sup>th</sup> day of February, 2020.

CONTRACTOR: Colorado West Contracting, Inc.

By: Paul Amore

ATTEST:

Glenn A. Stout  
Secretary

Title: Vice President

SURETY: North American Specialty Insurance Company

By: Jessica Jean Rini

Title: Attorney-in-Fact

(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

TIMOTHY J. BLANCHARD, TERRI L. REESE, VICKIE GOLBIC, ROBERT CHARLES TORRES, CHRISTINA L TOWNSEND, ASHLEY K. ANDERSON, MARY ANN EURICH, JENNIFER J. WALKER, BARBARA J. ARNOLD, RUTH ANNE LINDSAY, JESSICA JEAN RINI, NIKKI M. MOSBRUCKER, AND LYNN CHRISTINE BOSMAN JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By Mike A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 2ND day of JANUARY, 20 19.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

ss:

On this 2ND day of JANUARY, 20 19, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President

of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of