

NOTICE TO PROCEED

Date: November 7, 2017

Duane Hoff

Duane Hoff Jr., Senior Buyer

Contractor: Adcock Concrete, Inc.

Project: Riverfront Trail Repair Project 2017 RFQ-4421-17-DH

In accordance with the contract dated <u>October 31, 2017</u> the Contractor is hereby notified to begin work on the Project on or before <u>November 8, 2017</u>.

The date of final completion as determined is <u>30 calendar days from the start date of</u> this Notice to Proceed.

CITY OF GRAND JUNCTION, COLORADO

	,
Receipt of th	is Notice to Proceed is hereby acknowledged:
Contractor:	adcock concrete inc.
Ву:	Docusigned by: Michael B. Adrock FE5A67880D60408
Print Name:	Michael B. Adcock
Title:	president
Date:	11/7/2017 16:55 MST



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 31st day of October, 2017 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 Adcock Concrete, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner received Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Riverfront Trail Repair Project 2017 RFQ-4421-174-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 solicitation documents, 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; Riverfront Trail Repair Project 2017;
- c. Contractors Response to the Solicitation
- d. Work Change Requests (directing that changed work be performed);
- e. Field Orders
- f. Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

<u>Contract Time:</u> Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

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 sum of **Fifteen Thousand Five Hundred Nine and 10/100 (\$15,509.10)**. 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

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

ARTICLE 7

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

IN WITNESS WHEREOF, City of Grand Junction/Mesa County, 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 four counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: Duane Hoff	11/3/2017 12:55 MDT		
Duane Hoff Jr., Senior Buyer	Date		
Adcock Concrete, Inc.			
DocuSigned by:			
By: Michael B. Adeock	11/3/2017 12:53 MDT		
Michael B. Adcock president	Date		



REQUEST FOR QUOTATION RFQ-4421-17-DH

This is an inquiry, not an order. Please give quotes for the items listed below, including any delivery requirements and firm delivery dates. Prices shall not include sales tax.

DATE: 10/5/2017

PROJECT: Riverfront Trail Repair Project

DUE BY: 3:30 p.m. Friday, October 13, 2016

SEND QUOTE TO: City of Grand Junction

Attn: Duane Hoff Jr. duaneh@gicity.org (970) 244-1545

QUESTIONS: City of Grand Junction

Attn: Duane Hoff Jr. duaneh@gjcity.org (970) 244-1545

QUOTATION

TO:

City of Grand Junction Department of Public Works and Planning Attn: Duane Hoff Jr.

duaneh@gjcity.org

PROJECT:	Riverfront Trail Repair Project	
QUOTED BY:		
PHONE:	FAX:	
SIGNATURE:		
TITLE:	DATE:	

Bid Schedule Priorities (1) (2) (3): Riverfront Trail Repair Project Contractor:

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Saw Cut Concrete	56.	LF	\$	_ \$
2	208	Concrete Wash Out	1.	Lump	\$	\$
3	304/608	Structure Concrete Sidewalk (4" Thick) to Include Class 6 Aggregate Base Course (4" Thick)	253.	SY	\$	
4	620	Sanitary Facility	1.	Limp	\$	\$
5	626	Mobilization	1.	Lump	\$	\$
MCR		Minor Contract Revisions				\$ 900.00
				Bid Amount:		\$

Bid Amount:	
	dollar

Bid Schedule Bid Alternate #1, Priority (1) (2) (3) & (4): Riverfront Trail Repair Project Contractor:

Item	CDOT, City						
No.	Ref.	Description	Quantity	Units	Unit Price	Total Price	
		•					
1	202	Saw Cut Concrete	72.	LF	\$	\$	
2	208	Concrete Wash Out Structure	1.	Lump	\$		
3	304/608	Concrete Sidewalk (4" Thick) to Include Class 6 Aggregate Base Course (4" Thick)	365.	SY	\$	_ \$	
4	620	Sanitary Facility	1.	Limp	\$	\$	
5	626	Mobilization	1.	Lump	\$	\$	
MCR		Minor Contract Revisions				\$ 900.00	
		Bid Amount: \$					
	Bid Amount Bid Alternate #1:						

dollars

Description of Work:

This project shall include, but may not be limited to the installation of approximately 253 square yards of 4" concrete trail.

There is a bid alternate including site (4) totaling 365 square yards of 4" concrete trail.

The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction" apply.

Time of Completion:

The scheduled time of completion for the Project is 30 Calendar Days.

The anticipated schedule for the Project is as follows:

Quote Received: October 13, 2017 Notice of Award: October 13, 2017

Begin work: Upon Notice to Proceed

Final Completion: 30 Calendar Days form Notice to Proceed

Special Provisions:

GENERAL:

The descriptions of the pay items listed in the Bid Schedule for this Project may not agree with those listed in the Standard Specifications. Payment for all Work performed, as required in the Contract Documents, will be in accordance with the items and units listed in the Bid Schedule.

STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION:

The City of Grand Junction Standard Specifications for Road and Bridge Construction are hereby modified or supplemented for this Project by the following modifications to The Standard Specifications for Road and Bridge Construction, State Department of Highways, Division of Highways, State of Colorado:

The City of Grand Junction Standard Specifications for Road and Bridge Construction are herby modified or supplemented for this Project as follows:

SP-1 SECTION 202 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.07, add the following:

All concrete and asphalt removal required for installation of new will be considered incidental and will not be measured or paid for separately.

Subsection 202.12, add the following:

Locations of saw cuts shall be determined and directed by the Construction Inspector or the Engineer. Saw cuts at contraction/construction joints shall be incidental to work.

Any concrete destroyed/damaged during the construction of new trail shall be replaced by the contractor at no cost to the City.

SP-2 SECTION 601 – STRUCTURAL CONCRETE

Section 601 of the Standard Specifications is hereby revised for this project as follows:

Subsection 601.02, Classification:

CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:

- 4,500 PSI Compressive at 28 Days
- $6\% \text{ air } \pm 1.5\%$
- Slump 4", Loads exceeding 4 ½" shall be rejected
- Maximum Water Cement Ratio no greater than 0.45.

Subsection 601.06, Batching:

This CDOT Specification has been added to this Project:

The Contractor shall furnish a batch ticket (delivery ticket) with each load for all concrete. Concrete delivered without a batch ticket containing complete information as specified shall be rejected. The Contractor shall collect and complete the batch ticket at the placement site and deliver all batch tickets to the Engineer or his representative at the end of each day. The Engineer or his representative shall have access to the batch tickets at any time during the placement. The following information shall be provided on each ticket:

- 1. Suppliers name and date
- 2. Truck number
- 3. Project name and location
- 4. Concrete class and designation number

- 5. Cubic yards batched
- 6. Type brand and amount of each admixture
- 7. Type, brand, and amount of cement and fly ash
- 8. Weights of fine and course aggregates
- 9. Moisture of fine and course aggregates
- 10. Gallons of batch water

The contractor shall add the following information to the batch ticket at time of placement:

- 1. Gallons of water added by the truck operator.
- 2. Number of revolutions of the drum for mixing
- 3. Discharge time

SP-3 SECTION 608 – CURBS, GUTTERS, SIDEWALKS, AND TRAILS

Section 608 of the Standard Specifications is hereby revised for this project as follows:

Subsections 608.06, Basis of Payment shall include the following:

The Contract Unit Price for the various concrete items shall be full compensation for all equipment, labor, materials, and incidentals required for the complete installation. Incidental items include subgrade compaction, cutting and removal of asphalt in areas where concrete will be installed; removal of existing concrete, disposal of excavated and removed materials; furnishing, placement and compaction of Aggregate Base Course; forming, furnishing and placement, finishing, curing and protection of the concrete; reinforcing steel and joint filler.

Priority (1) Jarvis Property - Riverfront Trail Repairs/Replacement



0 0.025 0.05 Miles

Printed: 10/2/2017

1 inch = 90 feet



Priority 3 & Priority 4 Duck Pond Ridges - Trail Repairs/Replacement

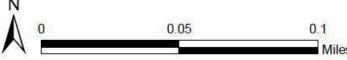


0 0.025 0.05 Mile:



Priority (2) Monument View - Trail Repairs/Replacement





Printed: 10/2/2017



QUOTATION

TO: City of Grand Junction

Department of Public Works and Planning

Attn: Duane Hoff Jr. duaneh@gicity.org

PROJECT: Riverfront Trail Repair Project

QUOTED BY: PIOCOCK CONTETE INC. (MIGHER B. ADCOCK)

2458 INDUSTRIAL ISLUP. GRUND Jei, 60 81505

PHONE: 470-242-8567 FAX: 970-242-2061.

TITLE: parcoert: DATE: 10- 11 -17

Bid Schedule Priorities (1) (2) (3): Riverfront Trail Repair Project Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1 2 3	202 208 304/608	Saw Cut Concrete Concrete Wash Out Structure Concrete Sidewalk (4" Thick) to Include Class 6 Aggregate Base Course (4" Thick)	56. 1. 253.	LF Lump SY	\$ 3.25 \$ 500.5 \$ 50.70	\$ 182.°° \$ 500.°° \$ 12.827.°°
4	620 626	Sanitary Facility Mobilization	1.	Limp Lump	\$ 300.00 \$ 800.00	\$ 300.00
MCR		Minor Contract Revisions				\$ 900.00

Bid Amount: \$ 15,509.10

Bid Amount: Lhousanp, S: PETWORED NINE AND XX - dollars

Bid Schedule Bid Alternate #1, Priority (1) (2) (3) & (4): Riverfront Trail Repair Project Contractor:

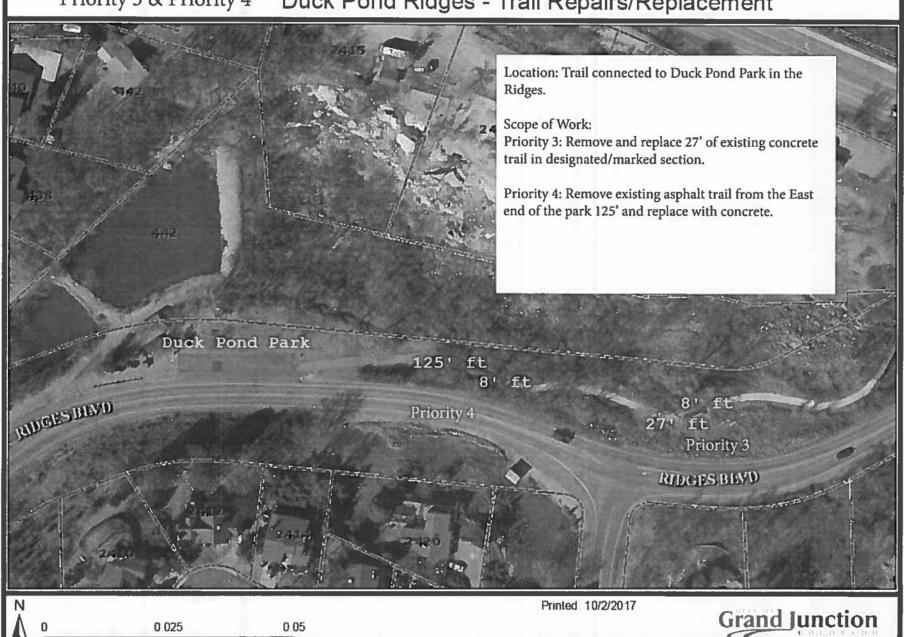
Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1 2 3	202 208 304/608	Saw Cut Concrete Concrete Wash Out Structure Concrete Sidewalk (4" Thick) to Include Class 6 Aggregate Base Course (4" Thick)	72. 1. 365.	LF Lump SY	\$ 3.25 \$ 500.00 \$ 50.70	\$ 234.00 \$ 500.00 \$ 18,505,50
4 5	620 626	Sanitary Facility Mobilization	1.	Limp Lump	\$ 300.°° \$ 800.°°	\$ 300.°° \$ 800.°°
MCR		Minor Contract Revisions				\$ 900.00

Bid Amount: \$ 21,239.50

Bid Amount Bid Alternate #1:
TWENTY ONE THOUSAND TWO HUNDRED THERTY NINE AND XX - dollars

Priority (1) Jarvis Property - Riverfront Trail Repairs/Replacement Location: Jarvis Property on the Riverfront Trail, West of rail road bridge. Scope of Work: From the end of the existing concrete, remove existing asphalt 144' North West and replace with concrete. Printed 10/2/2017 **Grand Junction** 0.05 Miles 1 inch = 90 feet

Priority 3 & Priority 4 Duck Pond Ridges - Trail Repairs/Replacement



1 inch = 90 feet

Miles

Priority (2) Monument View - Trail Repairs/Replacement Location: North of the Redlands Parkway boat ramp on the Monument View Trail at designated/marked section. Scope of Work: Remove and replace 62' of 10' wide trail. 62 1 ft 10' ft Printed: 10/2/2017 Grand Junction 0.1 Miles 1 inch = 179 feet



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/7/2017

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

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

(-)					
	CONTACT Tina Post				
Moody-Valley Insurance Agency	PHONE (970) 248-8300 FAX (A/C, No, Ext): (970) 242-1894				
760 Horizon Drive, Suite 302	E-MAIL ADDRESS: tina.post@moodyins.com				
	INSURER(S) AFFORDING COVERAGE	NAIC#			
Grand Junction CO 81506	INSURER A : Acuity	14184			
INSURED	INSURER B:Pinnacol Assurance	41190			
Adcock Concrete Inc.	INSURER C:				
Adcock Properties, LLC	INSURER D:				
2458 Industrial Blvd Ste 1	INSURER E:				
Grand Junction CO 81505	INSURER F:				

COVERAGES CERTIFICATE NUMBER: 17/18 W Forms 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.

120	OLC			ES. LIMITS SHOWN WAT HAVE BEEN	0000 1000000000000000000000000000000000	0 3000000 to 1890 to 1	
INSR LTR		TYPE OF INSURANCE	ADDL SI	VVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	X	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
A		CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	x	CB7191 (5/13) CB7242 (5/13	X	X48699	8/1/2017	8/1/2018	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ Included
	GEN	N'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
		POLICY X PRO-					PRODUCTS - COMP/OP AGG \$ 3,000,000
		OTHER:					Employee Benefits \$ 1,000,000
	AUT	OMOBILE LIABILITY					COMBINED SINGLE LIMIT \$ 1,000,000
A	X	ANY AUTO					BODILY INJURY (Per person) \$
		ALL OWNED SCHEDULED AUTOS		x48699	8/1/2017	8/1/2018	BODILY INJURY (Per accident) \$
	x	HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
		UMBRELLA LIAB X OCCUR					EACH OCCURRENCE \$ 2,000,000
A	x	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$ 2,000,000
		DED X RETENTION\$ 0		x48699	8/1/2017	8/1/2018	\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY					X PER OTH- STATUTE ER
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT \$ 1,000,000
В	(Mandatory in NH)		N/A	4203621	8/1/2017	8/1/2018	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	DES	s, describe under CRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of Grand Junction is included as additional insured on the above general liability policy written contract required.

CERTIFICATE HOLDER	CANCELLATION		
duaneh@gjcity.org City of Grand Junction 250 North 5th St 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		
	Tina Post/TINPOS		

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