



NOTICE TO PROCEED

Date: July 29, 2024
Contractor: M.A. Concrete Construction, Inc.
Project: Emergency Stormwater Repair for 733 Horizon Drive 5485-24-DH

In accordance with the contract dated July 29, 2024 the Contractor is hereby notified to begin work on the Project on or before July 30, 2024.

The date of final completion as determined is 21 Calendar days from the start date of this Notice to Proceed.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr., Contract Administrator - City of Grand Junction
9F789E7D50F14BC
Duane Hoff Jr., Contract Administrator

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: M.A. Concrete Construction, Inc.

By: *Andy Azcarraga - Vice President, M.A. Concrete Construction, Inc.*
B79F568890F14D5...

Print Name: Andy Azcarraga - Vice President, M.A. Concrete Construction, Inc.

Title: project manager

Date: 7/29/2024



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 29th day of July, 2024 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 M.A. Concrete Construction, Inc. hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor has agreed to furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Emergency Stormwater Repair for 733 Horizon Drive 5485-24-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 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. Contractors Proposal;
- c. Work Change Requests (directing that changed work be performed);
- d. Field Orders;
- e. Change Orders.

ARTICLE 2

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.

ARTICLE 3

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.

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

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$350.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

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

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Four Hundred Twenty-Seven Thousand Four Hundred Eighty-Three and 55/100 Dollars (\$427,483.55)**. 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 Contractor's proposal. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners 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 Contract Documents, 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 Contract Documents.

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.

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 5

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 6

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 7

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., Contract Administrator - City of Grand Junction
Duane Hoff Jr., Contract Administrator Date

M.A. Concrete Construction, Inc.

DocuSigned by:
By: Andy Azcarraga - Vice President, M.A. Concrete Construction, Inc.
Date

Bid Summary
733 Horizon Drive Stormwater Repair

Bid Opening: Enter Bid Opening date (m/d/y) < Enter the "Bid Opening date:" in the "Data" worksheet.
 By: Eric Rink, Project Manager

| | | | | <u>MA Concrete Construction</u> | |
|------------|-----------------|--|----------------|---------------------------------|----------------|
| Item No. | CDOT, City Ref. | Description | Quantity Units | Unit Price | Extended Price |
| 1 | | Class 3 Backfill Material | 2,200. Tons | \$ 34.90 | \$ 76,780.00 |
| 2 | | Class 6 Aggregate Base Course (8" thick, under all pavement and concrete) | 300. Tons | \$ 43.60 | \$ 13,080.00 |
| 3 | | Asphalt Patching (3" thick) | 250. Tons | \$ 250.00 | \$ 62,500.00 |
| 4 | | Concrete Valley Pan | 145. SY | \$ 141.00 | \$ 20,445.00 |
| 5 | | Stormwater Pipe (HDPE) (60" diameter)(including bedding material)(CIP) | 230. LF | \$ 190.00 | \$ 43,700.00 |
| 6 | | Stormwater Pipe Outlet Structure (If needed) | 1. LS | \$ 22,000.00 | \$ 22,000.00 |
| 7 | | Bypass pumps (complete in place with necessary pumps, hoses, and generators) | 21. Days | \$ 1,375.00 | \$ 28,875.00 |
| 8 | | Trench Boxes (Total Necessary for Site Safety) | 1. LS | \$ 42,500.00 | \$ 42,500.00 |
| 9 | | Concrete Curbing (variable curb height, match existing) | 35. LF | \$ 43.75 | \$ 1,531.25 |
| 10 | | Potholing | 16. HR | \$ 195.00 | \$ 3,120.00 |
| 11 | | Excavation | 3,200. CY | \$ 9.50 | \$ 30,400.00 |
| 12 | | Unsuitable Material Haul | 3,200. CY | \$ 17.25 | \$ 55,200.00 |
| 13 | | Mobilization | 1. LS | \$ 7,352.30 | \$ 7,352.30 |
| MCR | | Minor Contract Revisions | --- --- | \$ 20,000.00 | \$ 20,000.00 |
| SUBTOTAL: | | | | | \$ 427,483.55 |
| DISC | 0 | Prompt Payment Discount | | \$ - | 0.0% |
| TOTAL BID: | | | | | \$ 427,483.55 |

[1] - corrected extension
 [2] - corrected total

RE: 733 Horizon Dr Emergency Stormwater Repair

Eric Rink <ericr@gjcity.org>

Fri 7/26/2024 9:48 AM

To: Duane Hoff Jr. <duaneh@gjcity.org>

Cc: Kyle Coltrinari <kylec@gjcity.org>

 1 attachments (37 KB)

MA Concrete Estimate.pdf;

Hi Duane,

I have a slightly revised cost as attached. MA did not account for the costs associated with bonding initially, and so incorporated that as 1.75% (\$7,352.30) under "Mobilization".

Scope:

Removal of approximately 230 LF of 54" Corrugated Metal Pipe for stormwater conveyance that has catastrophically failed and replacement with 60" HDPE stormwater pipe. This will include excavation to approximately 15' depth for the majority of the pipe length, removal of unsuitable material, backfill with class 3 aggregate base course, increasing the size of the connection to the existing upstream manhole, increasing the size of the connection to the downstream outlet structure or replacement of said structure if directed. Bypass pumping of the outlet side stormwater ditch and any ground welling, trench boxes for site safety, and repairs of damaged infrastructure, including parking lot paving along disturbed areas, concrete valley pan replacement as necessary, and concrete curb replacement.

Contract Time:

21 Calendar Days

Work Days:

Monday through Friday

Work Hours

7:30 AM – 6:30 PM

MA intends to provide insurance today, and will alert their bond company that this project is coming.

Thanks,

Eric Rink, PE

Project Engineer

City of Grand Junction

244 N 7th Ave.

O: 970-244-1585

gjcity.org | [EngageGJ](#)

From: Eric Rink**Sent:** Friday, July 26, 2024 9:22 AM**To:** Duane Hoff Jr. <duaneh@gjcity.org>**Cc:** Kyle Coltrinari <kylec@gjcity.org>**Subject:** 733 Horizon Dr Emergency Stormwater Repair

Hi Duane,

I got the attached pricing from MA Concrete Construction for the emergency repairs at 733 Horizon Drive. The prices all seem fair (especially given the unknown nature of the project and rush delivery), and General

Services has agreed. Is this sufficient to get a contract set up, or what are my next steps from the purchasing perspective?

Thanks,
Eric Rink, PE
Project Engineer
City of Grand Junction
244 N 7th Ave.
O: 970-244-1585
gjcity.org | [EngageGJ](#)

