

COO07TWO

TYPE OF RECORD: NON-PERMANENT
CATEGORY OF RECORD: CONTRACT
NAME OF CONTRACTOR: COOKEY'S MECHANICAL INC.
SUBJECT/PROJECT: TWO RIVERS CONVENTION CENTER HVAC
CONSTRUCTION
CITY DEPARTMENT: PUBLIC WORKS AND PLANNING
YEAR: 2007
EXPIRATION DATE: 04/17/08 ~~2028~~
DESTRUCTION DATE: ~~01/15~~

NOTICE TO PROCEED

Date: February 22, 2007

Contractor: Cookey's Mechanical, INC.
 581 N. Commercial Drive
 Grand Junction, CO 81505

Project: Two Rivers Convention Center HVAC Construction IFB-2171-06-SDH

You are hereby authorized to proceed with the Work covered by the Contract Documents titled and numbered *Two Rivers Convention Center HVAC Construction IFB-2171-06-SDH* and plan set by Burke and Associates Mechanical Engineers, for the base sum of One Million Sixty-Three Thousand Dollars (\$1,063,600) and include Items 1, 2, 3, &4 from proposal signed and dated January 19, 2007. The following alternate additions or deductions will be accepted:

• Item 8- Add to base bid: Building Control Manager, existing roof-top units	\$4,600
• Item 7- Deduct for Trane equipment bill or invoice paid at time of order	(\$3,500)
• Item 8- Deduct for not removing throw frame from existing diffusers	(\$1,000)
• Item 9 #1- Add to base bid **if required by code: Canvas wrap insulation	\$3,500
• Item 9 #2- Add to base bid **if required by code: Sound board insulation	<u>\$4,000</u>
Total	\$1,071,200

You are to notify the City of Grand Junction and Burke and Associates, before starting work and return to the city of Grand Junction an acknowledged copy of this Notice to Proceed. Please notify Shawn Cooper, City of Grand Junction Parks Planner at 970-254-3869 to schedule a pre-construction meeting.

CITY OF GRAND JUNCTION, COLORADO

Scott Hockins

Scott Hockins, Senior Buyer

CONTRACTOR ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Cookey's Mechanical, Inc.
 By: Randall C Cookey
 Title: President
 Date: 2-23-07



**FINANCE DIRECTOR
CITY OF GRAND JUNCTION**

PURCHASE ORDER

PURCHASE ORDER NO. P0700321 Page 1
DATE OF P.O. 04/04/07
BLANKET NO.

TO: @00000972

VENDOR CODE
Cookey's Mechanical, Inc.
581 N. Commercial Drive
Grand Junction CO 81505

04/04/07
DATE REQUIRED

SHIP TO
City of Grand Junction
1340 Gunnison Street
Parks Admin.
Grand Junction CO 81501
ATTN: Parks Administration

MAIL ORIGINAL AND TWO COPIES OF ALL INVOICES TO:
City of Grand Junction
Purchase Division
2549 River Rd
Grand Junction, Co 81505-7209

Scott D. Hockins

PAYMENT TERMS BUYER NAME

FOB Destination

F.O.B. POINT SHIP VIA

ITEM	COMMODITY DESCRIPTION	QUANTITY	U/M	UNIT PRICE	EXTENDED
1	Reference IFB-2717-06-SDH TRCC HVAC Approval by City Council Feb. 21, 2007 Project Manager, Shawn Cooper- Parks Planner Invoices to be submitted to Parks Department Acct: 303-761-82150-40-G39900 P.O. Dist: Vendor, Requestor, Division, File Scheduling by Shawn Cooper- 256-3869 Trane Equipment authorized for pre-payment	1.00	ALL	1,071,200.0000	1,071,200.00

DISCOUNT: .00
ADDL CHARGES: .00
TOTAL TAXES: .00

TOTAL 1,071,200.00

BY: Scott Hockins

CONTRACT 2171-06-SDH

This CONTRACT made and entered into this **17th day of April, 2007**, by and between the **City of Grand Junction, Colorado**, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and **Cookey's Mechanical, Inc.**, hereinafter in the Contract Documents referred to as the "Contractor."

WHEREAS, the City 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 No. **IFB-2171-06-SDH "Two Rivers Convention Center HVAC Construction"**; and

WHEREAS, the Contract has been awarded to the above named Contractor by the City, and said Contractor is now ready, willing and able to perform the Work specified in the Notice to Proceed, 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:

- Contract Documents for the Project;
 - Addendum No. IFB-2171-06-SDHa
 - Instruction to Bidders
 - General Contract Documents
 - Statement of Work
 - Technical Specifications
 - Revised Drawings dated April 6, 2007
 - Contractors Bid Form
 - Best and Final Offer Request letter dated January 5, 2007
 - Contractor's Response letter to Best and Final Offer dated January 19, 2007
 - Notice to Proceed
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

Definitions: The definitions provided in the General Contract Conditions 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 Notice of Award.

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 a written Notice to Proceed from the City, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Contract Documents.

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 this Contract and the Contract Documents, the sum of **One Million Seventy One Thousand Two Hundred Dollars (\$1,071,200)** (the "Contract Price"). The amount of the Contract Price is and has heretofore been appropriated by the City Council of the City of Grand Junction 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 City. The City 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 City provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made. Written assurance shall be provided in the form of a letter signed by the **Parks Director** and certified by the Director of Finance.

Unless otherwise provided in the Special Conditions, 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 City in accordance with the General Contract Conditions.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the City shall publish at least twice in a newspaper of general circulation published in the City a notice that: 1. the City has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment; 3. thirty days after the first publication, specifying the exact date, the City 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. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the City at the lowest sum that fulfills all conditions of the Contract.

ARTICLE 7

Contract Binding: The City 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 City and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the City 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 City.

ARTICLE 8

Severability: If any part, portion of 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 there over, 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, the City of Grand Junction, Colorado, has caused this Contract to be subscribed by its City Council. The Contractor has signed this Contract the day and the year first mentioned herein.

RC



PURCHASING

The Contract is executed in four counterparts.

THE CITY OF GRAND JUNCTION, COLORADO

By: J. Valentine
Jay Valentine, Purchasing Manager

4/17/07
Date

Witness:

By: Vonda Bauer
Vonda Bauer, Accounting Clerk

CONTRACTOR

By: Russell C. Cucurat

4-19-07
Date

Title: Pres

Witness:
By: [Signature]

Title: PROJECT MGR

ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR CS
COOKI-3

DATE (MM/DD/YYYY)
04/05/06

PRODUCER
HUB International Southwest
Blanchard Insurance Group
1 Box 60130
Grand Junction CO 81506
Phone: 970-245-8011 Fax: 970-245-8016

INSURED

Cookey's Mechanical, Inc
581 N Commercial Dr
Grand Junction CO 81505

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Employers Mutual Casualty Co.	
INSURER B: Employers Insurance Group	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <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 checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	3X35713	04/01/06	04/01/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	3X35713	04/01/06	04/01/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	3X35713	04/01/06	04/01/07	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$ \$								
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	FN32119003	04/01/06	04/01/07	<table border="1"> <thead> <tr> <th>WC STATU-TORY LIMITS</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500000</td> </tr> </tbody> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$ 100000	E.L. DISEASE - EA EMPLOYEE	\$ 100000	E.L. DISEASE - POLICY LIMIT	\$ 500000
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E.L. EACH ACCIDENT	\$ 100000												
E.L. DISEASE - EA EMPLOYEE	\$ 100000												
E.L. DISEASE - POLICY LIMIT	\$ 500000												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project: Fire Station Bathroom Remodels. Vostatek Construction Inc

CERTIFICATE HOLDER

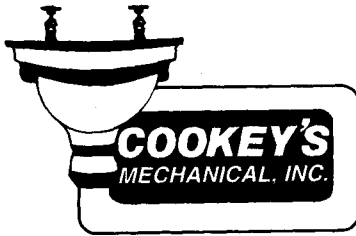
City of Grand Junction 0000000
 Purchasing Department
 Shirley Nilsen
 2549 River Rd
 Grand Junction CO 81501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Cathy Sommers 



581 N. Commercial Drive
Grand Junction, Colorado 81505
970/245-0171 • FAX 970/245-3855
www.cookeys.com

PROPOSAL

To: City of Grand Junction Purchasing Division

Project: IFB 2171-06-SDH
Two Rivers Convention Center HVAC Remodel

Prime Bidder: COOKEY'S MECHANICAL, INC.
581 N. Commercial Drive
Grand Junction, CO 81505

Ph: (970) 245-0171
Fax: (970) 245-3855

Bid Form:

Item 1,2,3, and 4, Base Bid:

ONE MILLION SIXTY THREE THOUSAND
SIX HUNDRED DOLLARS and/no CENTS, \$1,063,600.00
Note: (1) 1-MBH Boiler

Item 5 DEDUCT from Base Bid:

48 calendar day shut down, -\$10,000.00

Item 6 ADD to Base Bid:

THREE HUNDRED TWENTY SIX THOUSAND SIX HUNDREDDOLLARS and/no
CENTS, + \$326,600.00
Note: (1) 2-MBH Boiler

Item 7 DEDUCT from Base Bid:

Heating coil, replacing duct furnace, and boiler difference, - \$3,000.00

Item 8 ADD to Base Bid:

Building Control Manager, existing roof-top units, +\$2,600.00

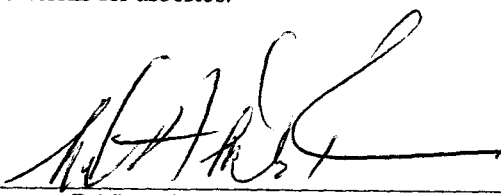
Item 9 ADD or DEDUCT to Base Bid:

#1, ADD, if canvas wrap insulation required in boiler room, +\$3,500.00
#2, ADD, if sound board insulation required, +\$4,000.00
#3, DEDUCT, if portions of existing pipe in ceiling can be abandon, -\$1,000.00
#4, DEDUCT, if bonding not required, -\$13,500.00

Note: Other items of value engineering to be considered, if COOKEY'S MECHANICAL,
INC., is a successful bidder.

Comment: All work to be preformed during normal working hours.
No provisions for asbestos.

Signed: _____


D.A. DeRosia, Proj. Mg'r./Lead Est'r.

Date: Mar. 19 2007