



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 28th day of October, 2016 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 All Concrete Solutions, LLC hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that quotes 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 Project RFQ-4298-16-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; **Riverfront Tail Repair Project**;
- c. Contractors Response to the Solicitation
- d. Work Change Requests (directing that changed work be performed);
- e. Field Orders

f. 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 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 **Twenty Three Thousand Eight Hundred Twenty Eight and 70/100 Dollars (\$23,828.70)**. 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.

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:
Duane Hoff
By: _____
Duane Hoff Jr., Senior Buyer

10/31/2016 | 09:21 MDT

Date

All Concrete Solutions, LLC

DocuSigned by:
Pablo Reyes - All Concrete Solutions, LLC
By: _____
Pablo Reyes - All Concrete Solutions, LLC
PRESIDENT

10/31/2016 | 09:01 MDT

Date

REQUEST FOR QUOTATION

RFQ-4298-16-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: 10/18/16

FROM: Duane Hoff Jr.
Senior Buyer
City of Grand Junction
(970) 244-1545
duaneh@gjcity.org

PROJECT: Riverfront Trail Repair Project

DUE BY: 2:00 p.m. Friday, October 21, 2016

E-MAIL QUOTE TO: Duane Hoff Jr.
Senior Buyer
City of Grand Junction
duaneh@gjcity.org

TECHNICAL QUESTIONS: Attn: Jerod Timothy
250 North 5th Street
Grand Junction, CO 81501
(970) 244-1565

QUOTATION

PROJECT: Riverfront Trail Repair Project

QUOTED BY: _____

PHONE: _____ FAX: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

Bid Schedule: Riverfront Trail Repair Project

Contractor: _____

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Saw Cut Concrete	140.	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)	271.	SY	\$ _____	\$ _____
4	304/608	Concrete Pavement (4" Thick) (Slope Pavement at West Lake Skate Park) to Include Class 6 Aggregate Base Course (4" Thick)	80.	SY	\$ _____	\$ _____
5	620	Sanitary Facility	1.	Lump	\$ _____	\$ _____
6	626	Mobilization	1.	Lump	\$ _____	\$ _____
MCR		Minor Contract Revisions	---	---	---	\$ <u>500.00</u>

Bid Amount: \$ _____

Bid Amount:

_____ dollars

Description of Work:

This project shall include, but may not be limited to the installation of approximately 271 square yards of 4” concrete trail and approximately 80 square yards of concrete slope pavement.

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 **19 Calendar Days**.

The anticipated schedule for the Project is as follows:

Quote Received:	October 21, 2016
Notice of Award:	October 21, 2016
Begin work:	October 31, 2016
Final Completion:	November 18, 2016

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 hereby 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 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.

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% 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

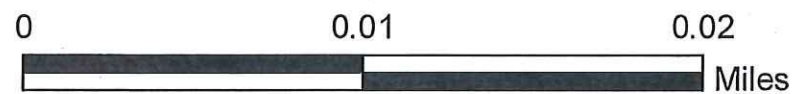
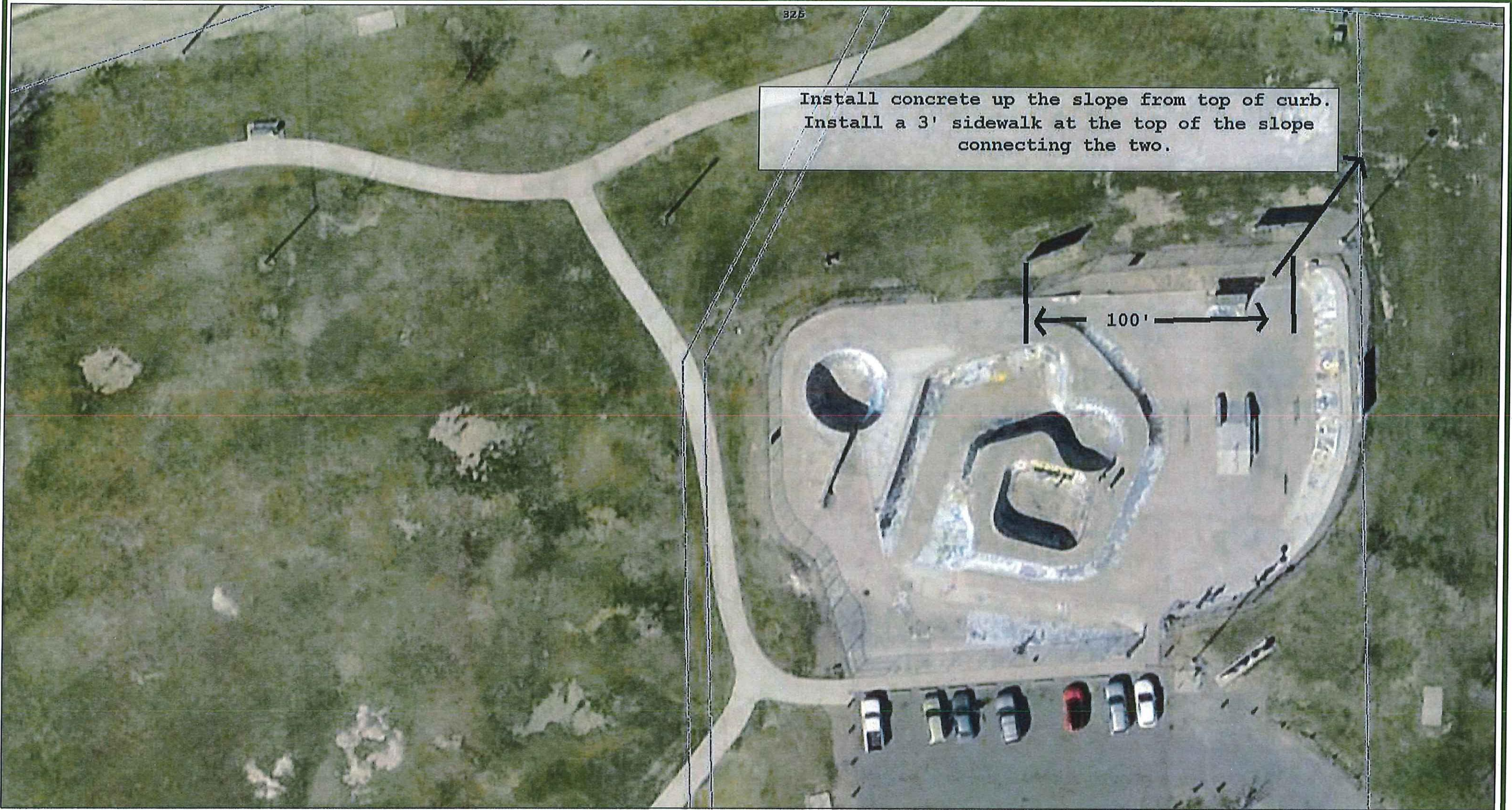
SP-3 SECTION 608 – CURBS, GUTTERS, SIDEWALKS, AND TRAILS

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.

Westlake Sidewalk Repair

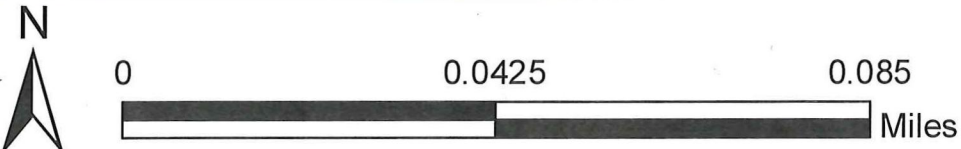
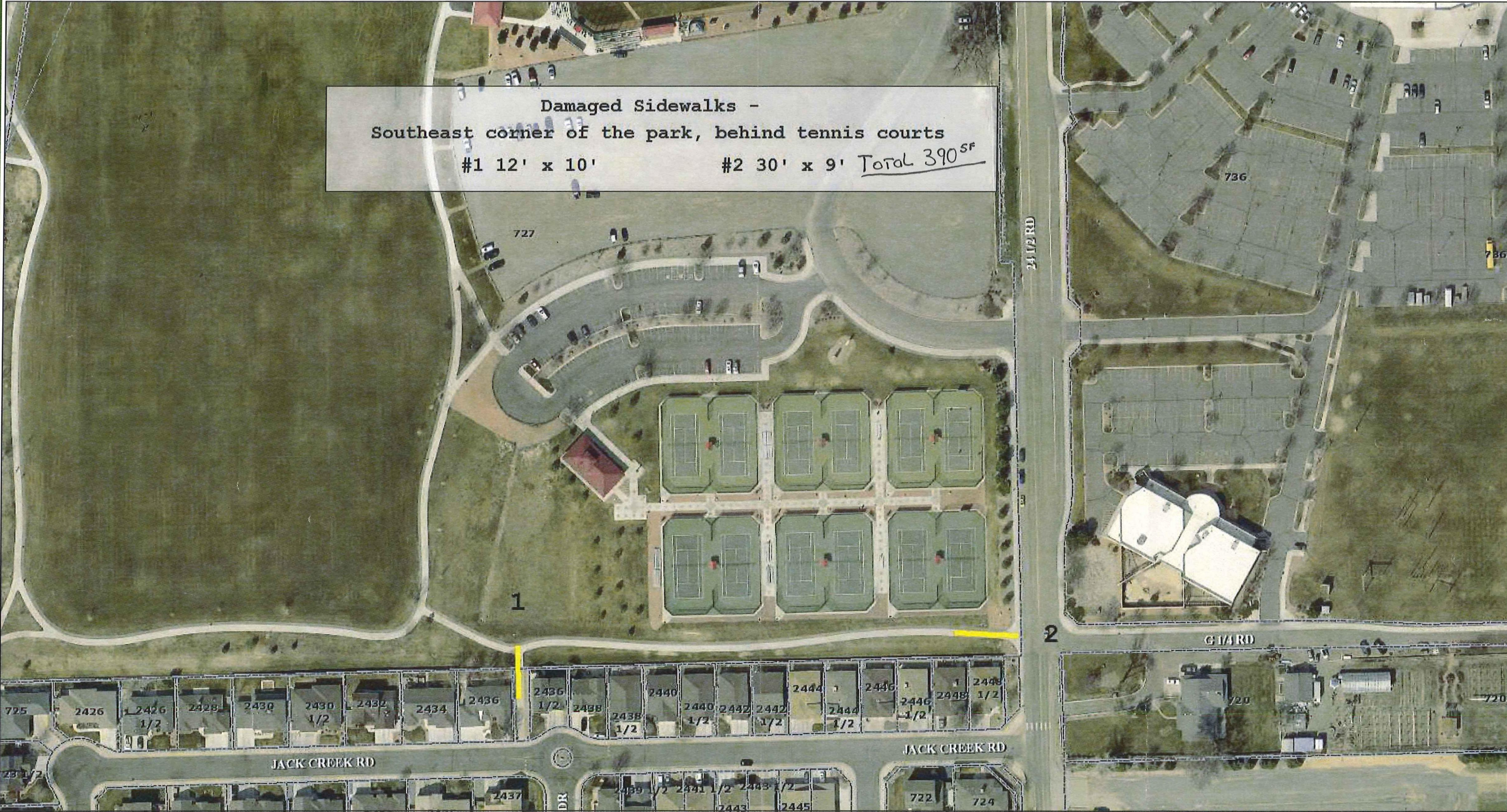


Date: 9/30/2016

1 inch = 29 feet

Canyon View Sidewalk Repair

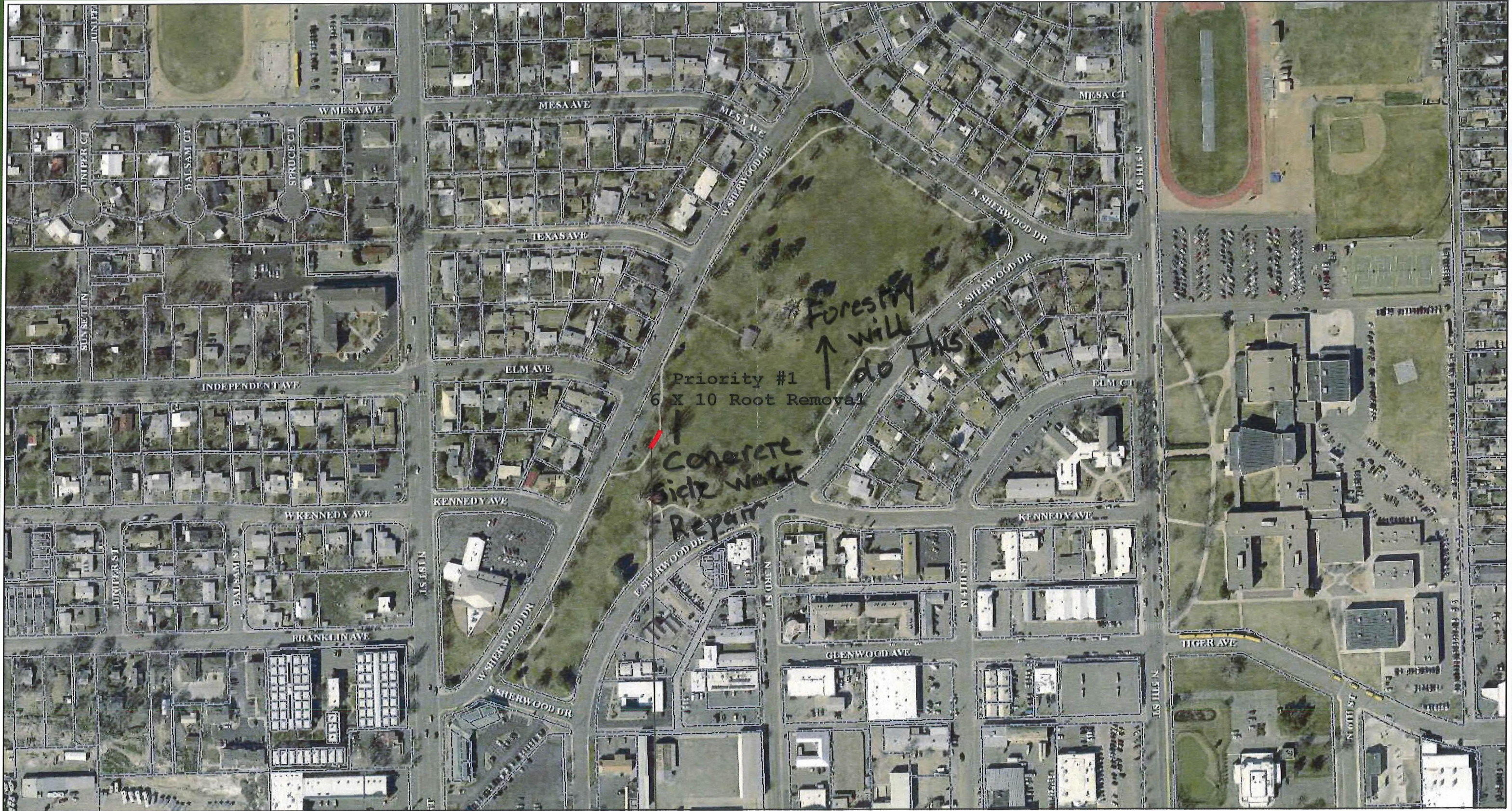
Damaged Sidewalks -
 Southeast corner of the park, behind tennis courts
 #1 12' x 10' #2 30' x 9' Total 390^{SF}



Date: 9/30/2016

1 inch = 114 feet

Sherwood Sidewalk Repair



Priority #1
6 X 10 Root Removal

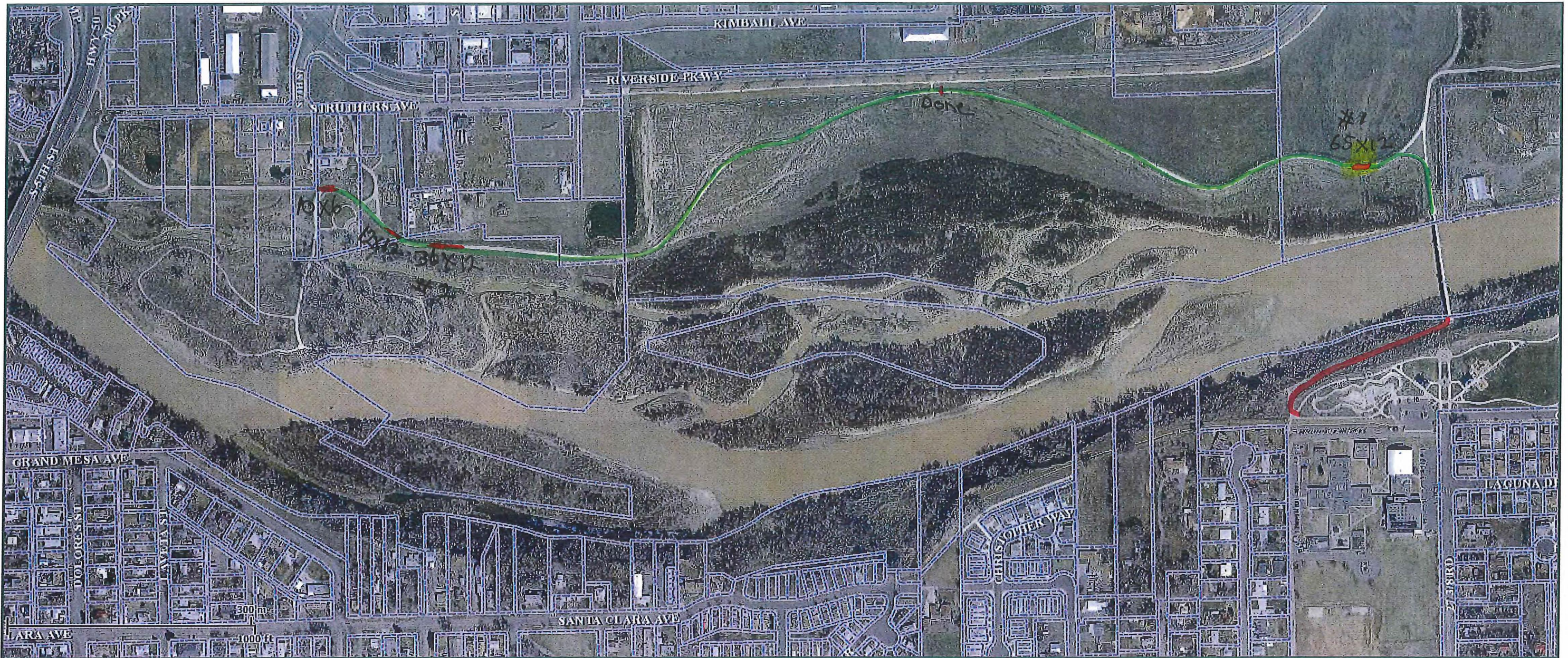
Concrete
Side Walk
Repair

Forestry
will
do this

TOTAL 60ST

Date: 10/3/2016

1 inch = 229 feet



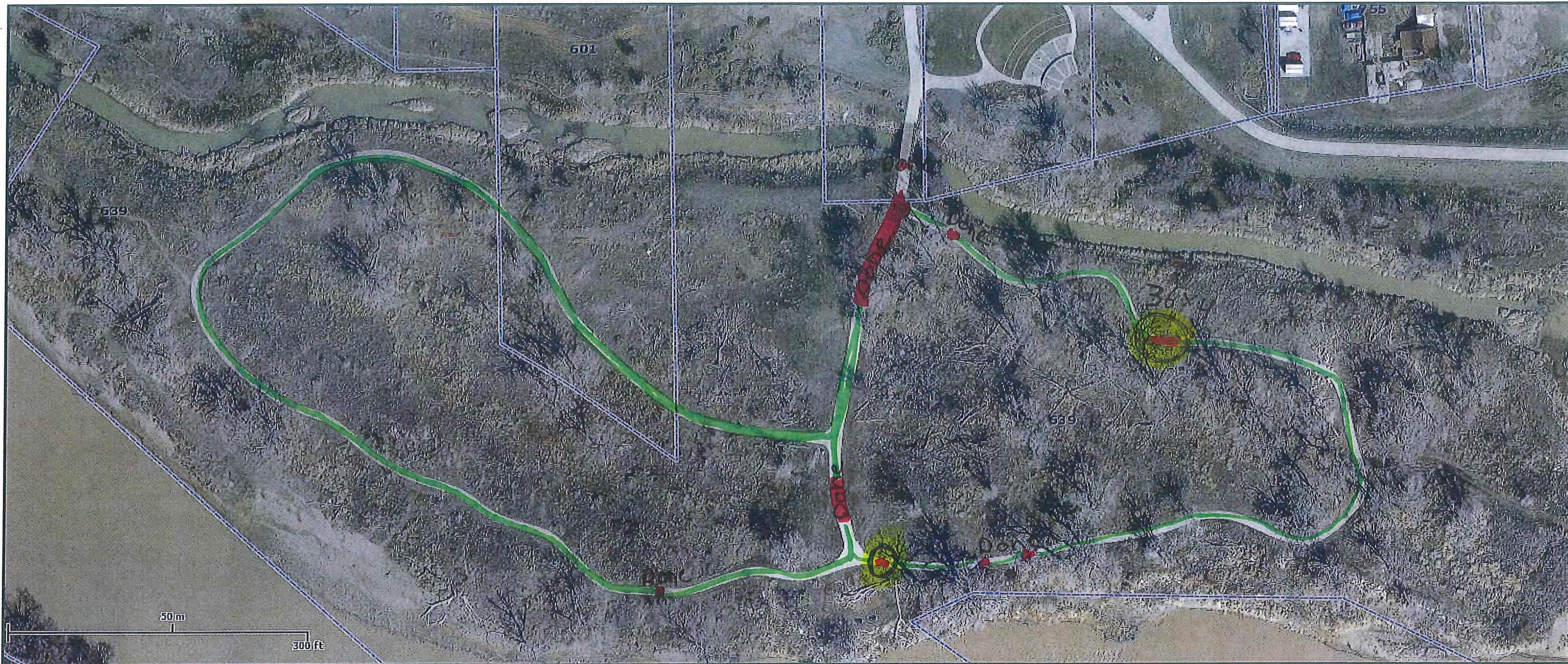
Eagle Rim To Botanic Gardens

Published: 2/7/2012



- SIDES OF TRAIL NEED ROAD BASE BUILT BACK UP
- ELEVATION CHANGES IN CONCRETE AT REINFORCED LOCATIONS (RED CONCRETE)
- MINIMAL ELEVATION CHANGES ON TRAIL
- ASPHALT SOUTH OF BRIDGE NEEDS CRACKS FILLED AND RESURFACED

- (1) - 65 x 12 = 780^{SF}
- (2) - 36 x 12 = 432^{SF}
- (3) 12 x 12 = 144^{SF}
- (4) 10 x 6 = 60^{SF}



Watson Island Loop



- TRAIL MISSING - REPLACED WITH RED BIREZZE
- CONCRETE SURFACE OK - LOTS OF SMALL CRACKS
- SIDE OF TRAIL GOOD

(5) 8'x8' = 64^{SF}
 (6) 36x4 = 144^{SF}

QUOTATION

PROJECT: Riverfront Trail Repair Project

QUOTED BY: ALL CONCRETE SOLUTIONS, LLC - PABLO REYES

PHONE: (970) 424-5146 FAX: (970) 424-5147

SIGNATURE: *Pablo Reyes*

TITLE: PRISEDENT DATE: OCTOBER 21, 2016

Bid Schedule: Riverfront Trail Repair Project
Contractor: ALL CONCRETE SOLUTIONS, LLC

Item No.	CDOT, City Ref.	Description	Quantity	Units	Unit Price	Total Price
1	202	Saw Cut Concrete	140.	LF	\$ 7.00	\$ 980.00
2	208	Concrete Wash Out Structure	1.	Lump	\$ 2,000.00	\$ 2,000.00
3	304/608	Concrete Sidewalk (4" Thick) to Include Class 6 Aggregate Base Course (4" Thick)	271.	SY	\$ 49.70	\$ 13,468.70
4	304/608	Concrete Pavement (4" Thick) (Slope Pavement at West Lake Skate Park) to Include Class 6 Aggregate Base Course (4" Thick)	80.	SY	\$ 200.00	\$ 4,680.00
5	620	Sanitary Facility	1.	Lump	\$ 200.00	\$ 200.00
6	626	Mobilization	1.	Lump	\$ 2,000.00	\$ 2,000.00
MCR		Minor Contract Revisions				\$ 500.00
Bid Amount:						\$ 23,828.70

Bid Amount:

TWENTY THREE THOUSAND EIGHT HUNDRED TWENTY-EIGHT -----70/100 dollars