



NOTICE TO PROCEED

Date: November 20, 2017
Contractor: TS & L, LLC
Project: Remote Weather Information System Project RFQ-4423-17-DH

In accordance with the contract dated November 13, 2017 the Contractor is hereby notified to begin work on the Project on or before November 27, 2017.

The date of final completion as determined is December 29, 2017.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff
9F788E7D56F14BC...
Duane Hoff Jr., Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: TS&L, LLC
By: DocuSigned by: Chad Harris
55009892685C4BF...
Print Name: Chad Harris, TS&L, LLC
Title: General Manager
Date: 11/22/2017 | 12:21 MST



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 13th day of November, 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 TS & L, LLC hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner would receive quotes for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as Remote Weather Information System Project RFQ-4423-17-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; **Remote Weather Information System Project**;
- c. Contractors Response to the Solicitation
- d. Work Change Requests (directing that changed work be performed);
- e. Field Orders



Purchasing Division

REQUEST FOR QUOTE

**RFQ-4423-17-DH
REMOTE WEATHER INFORMATION SYSTEM
PROJECT**

Responses Due:

November 2, 2017 prior to 3:30pm

duaneh@gjcity.org

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

Phone (970) 244-1545

duaneh@gjcity.org

*****Submittal by EMAIL is required for this quote*****

1. SCOPE

- 1.1 The City of Grand Junction is soliciting competitive quotes from qualified and interested companies to provide and install sub surface probes and puck sensors at 25 Road and Hwy 50 locations.
- 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.

2. REQUIREMENTS/SPECIFICATIONS

2.1 General Requirements & Specifications

2.1.1 **Delivery of Quotes:** Offerors shall submit their quote via email to the Purchasing Representative prior to the date, and time as stated on cover page of this RFQ. Late quotes will not be considered.

2.1.2 **Specifications/Scope:**

Surface sensor Vaisala SSI Passive Pavement Sensor FP2000.

Sub Surface Probe Vaisala Model# S16UG-D.

25 Road location:

1. Core asphalt for sub surface probe and puck sensor.
2. Install, terminate and calibrate sub surface sensor and wire.
3. Install, terminate and calibrate puck sensor and wire.
4. Run conduit from pull box 70 feet to pole installed by city on bridge deck for infrared sensors.
5. Install, terminate and calibrate infrared sensor on pole.
6. Terminate infrared sensor in RPU.

Note: The subsurface probe and surface sensor will be placed in the same hole. Only one core will be needed. Remote road surface state sensor and associated mounting hardware will be transferred from the 29 Road site. The system board will also be transferred to the 25 Road site. We have the wire for the pole mounted sensor.

Hwy 50 location:

1. Core asphalt for puck sensor.
2. Install, terminate and calibrate puck sensor and wire on Parkway off ramp to south bound Hwy 50

2.1.3 Award(s) shall be based upon the lowest responsive and responsible Offeror that meets the required specifications and demonstrated capabilities.

2.1.4 All prices submitted by Offeror on the attached response form shall be all inclusive to include, but not limited to: products, equipment, materials, tools, labor, travel,

shipping (FOB Destination, Freight Pre-Paid and Allowed), installation, insurance, training charges, etc..

- 2.1.5 For City of Grand Junction Purchases, invoices shall be submitted to:
City of Grand Junction
Streets Division
333 West Avenue, Building A
Grand Junction, CO 81501
and shall reference: the Purchase Order number, the name of the agency and the date.

NOTE: *Payment may be delayed if the above information is omitted from any submitted invoice.*

3. 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:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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 contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

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.

The attached form must be used for your response. Failure to comply may result in your disqualification for this procurement.

RFQ-4423-17-DH

REMOTE WEATHER INFORMATION SYSTEM PROJECT

DESCRIPTION	TOTAL PRICE
To provide and install sub surface probes and puck sensors at 25 Road and Hwy 50 locations, per specifications and scope.	

_____ DOLLARS

Written Total Price

- City of Grand Junction payment terms shall be Net 30 days.
- The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.

(Company Name – Typed or Printed)

(Phone Number)

(Address)

(Authorized Dealer Agent – Typed or Printed)

(City, State, and Zip Code)

(Authorized Agent Signature)

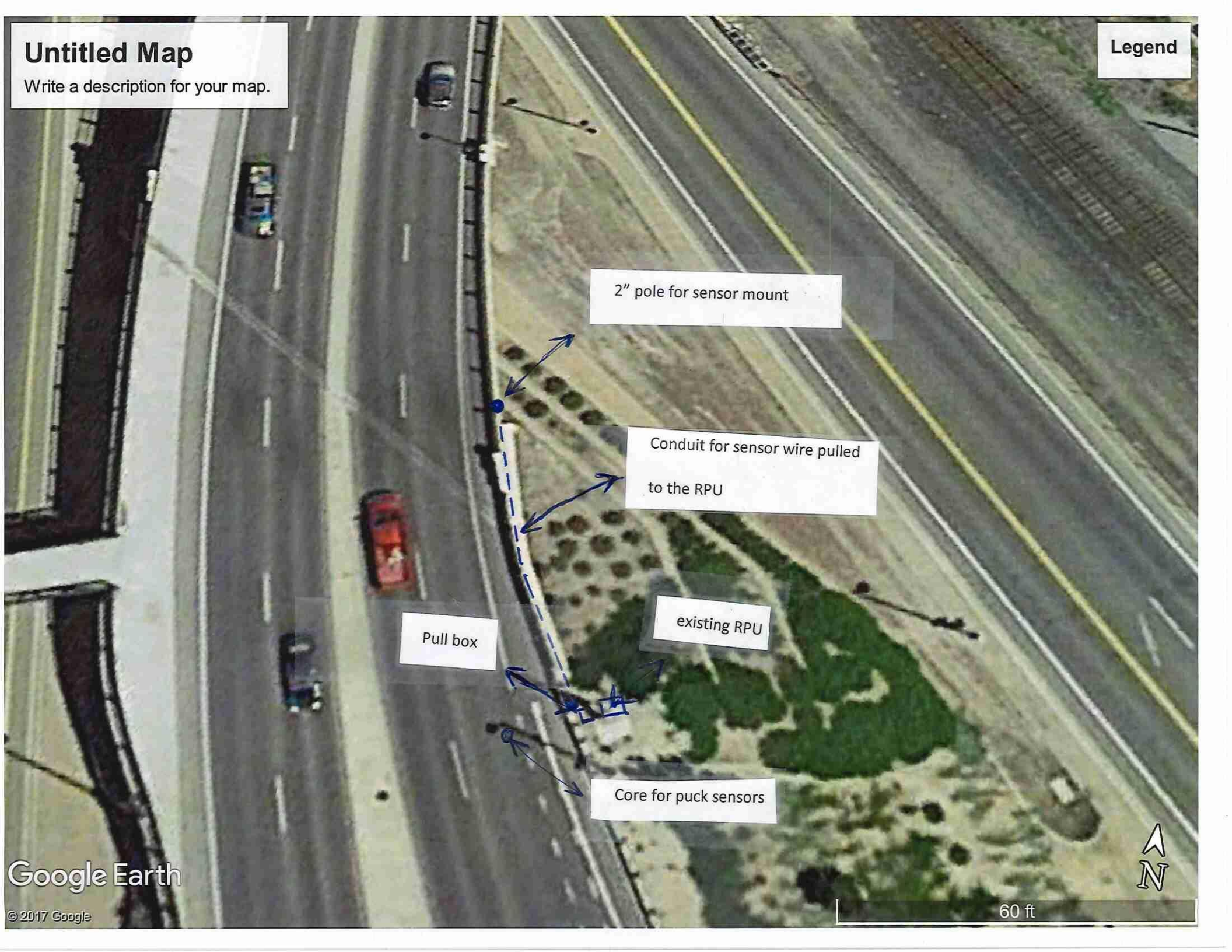
(Email Address of Agent or Sales Contact)

(Date)

Untitled Map

Write a description for your map.

Legend



2" pole for sensor mount

Conduit for sensor wire pulled to the RPU

Pull box

existing RPU

Core for puck sensors

Google Earth

© 2017 Google



60 ft

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 Thousand Eight Hundred and 00/100 Dollars (\$20,800)**. 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

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: _____
9F789E7D68F148C...
Duane Hoff Jr., Senior Buyer

11/20/2017 | 15:10 MST

Date

TS & L, LLC

DocuSigned by:
Chad Harris
By: _____
55009892685C4DE...
Chad Harris, TS&L, LLC CH

11/20/2017 | 12:16 MST

Date

**TS&L, LLC
PO BOX 1240
GRAND JUNCTION, COLORADO 81502
(970) 778-5215**

November 2, 2017

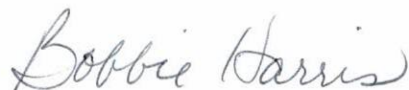
City Of Grand Junction Colorado
Purchasing Division

Purchasing Representative
Duane Hoff Jr.
Senior Buyer
duaneh@gjcity.org

Emailed: (4) pages total of Request for Quote

Re: RFQ-4423-17-DH
Remote Weather Information System Project
Due: November 2, 2017 3:30PM

Please let us know if you have any questions. (970) 210-0439



Bobbie Harris
Office Mgr.



Purchasing Division

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RFQ-4423-17-DH

REMOTE WEATHER INFORMATION SYSTEM PROJECT

DESCRIPTION	TOTAL PRICE
To provide and install sub surface probes and puck sensors at 25 Road and Hwy 50 locations, per specifications and scope.	\$27,000.00

Twenty seven thousand and 00/00 ----- DOLLARS
Written Total Price

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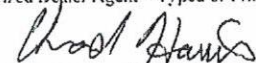
TS&L,LLC
(Company Name - Typed or Printed)

970-778-5215
(Phone Number)

PO Box 1240
(Address)

Chad Harris
(Authorized Dealer Agent - Typed or Printed)

Grand Junction, Colorado 81502
(City, State, and Zip Code)


(Authorized Agent Signature)

chad@tsandllc.com
(Email Address of Agent or Sales Contact)

11/2/17
(Date)


CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 TS&L LLC
 PO BOX 1240
 GRAND JUNCTION, CO 81502

Agent's Name, Address and Phone Number (Agt./Dist.)
 Kimberly M Barber
 8191 Southpark Ln Unit 202
 Littleton, CO 80120
 (303) 797-3777 (149/308)

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 listed below.

COVERAGES				
This is to certify that 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				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000
				Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory *****
				Each Accident \$,000
				Disease - Each Employee \$,000
				Disease - Policy Limit \$,000
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>	05-XW0123-02	06/15/2017	06/15/2018	General Aggregate \$ 2,000,000
				Products - Completed Operations Aggregate \$ 2,000,000
				Personal and Advertising Injury \$ 1,000,000
				Each Occurrence \$ 1,000,000
				Damage to Premises Rented to You \$ 100,000
				Medical Expense (Any One Person) \$ 5,000
				Each Occurrence†† \$,000
Aggregate†† \$,000				
Liquor Liability				Common Cause Limit \$,000
				Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos <input type="checkbox"/>				Bodily Injury - Each Person \$,000
				Bodily Injury - Each Accident \$,000
				Property Damage \$,000
				Bodily Injury and Property Damage Combined \$,000
Excess Liability <input checked="" type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>	05-XW0123-02	06/15/2017	06/15/2018	Each Occurrence/Aggregate \$ 1,000,000
Other (Miscellaneous Coverages)				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS City of Grand Junction is listed as additional insureds CG 32 29				
†The individual or partners <input type="checkbox"/> Have shown as insured elected to be covered under this policy <input type="checkbox"/> Have not ††Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.				
CERTIFICATE HOLDER'S NAME AND ADDRESS City of Grand Junction 250 N 5th St. Grand Junction, CO 81501 Attn: Duane Hoff Jr.			CANCELLATION <input checked="" type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown. <input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.	
DATE ISSUED 11/08/2017			AUTHORIZED REPRESENTATIVE 	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2017

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).

PRODUCER RICHARD WHITE 13976 W BOWLES AVE #102 LITTLETON CO 80127	CONTACT NAME: RICHARD WHITE PHONE (A/C, No, Ext): 303-988-8300 FAX (A/C, No): 303-969-9111 E-MAIL ADDRESS: rwhite2@farmersagent.com														
INSURED TS&L LLC PO BOX 1240 GRAND JUNCTION CO 81502	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : TRUCK INSURANCE EXCHANGE</td> <td>21709</td> </tr> <tr> <td>INSURER B : FARMERS INSURANCE EXCHANGE</td> <td>21652</td> </tr> <tr> <td>INSURER C : MID-CENTURY INSURANCE COMPANY</td> <td>21687</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : TRUCK INSURANCE EXCHANGE	21709	INSURER B : FARMERS INSURANCE EXCHANGE	21652	INSURER C : MID-CENTURY INSURANCE COMPANY	21687	INSURER D :		INSURER E :		INSURER F :	
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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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	A0414-35-81	06/26/2017	06/26/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000,000.00

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

CERTIFICATE HOLDER CITY OF GRAND JUNCTION ATTN: DUANE HOFF, JR. 250 N 5TH ST GRAND JUNCTION CO 81501	CANCELLATION 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 RICHARD WHITE
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