



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **xxth** day of **Month, Year** 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 **Company Name** hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed 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 **Solicitation Name & Number**.

WHEREAS, the Contract has been awarded to the above named Firm by the Owner, and said Firm is now ready, willing and able to perform the Services specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, 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; **Solicitation Name**;
- c) Firms Response to the Solicitation
- d) Services Change Requests (directing that changed Services 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 Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services 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 Firm hereby agrees to commence Services 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 Services within the time or times specified in the Firm's negotiated project schedule.

ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Services specified in the Contract Documents, the not to exceed cost of COST and 00/100 Dollars (\$##.##). 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 Services to be performed, which Services causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm 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 Firm and approved by the Owner in accordance with the Solicitation.

ARTICLE 6

Contract Binding: The Owner and the Firm 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 Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm 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 Firm 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 Firm has signed this Contract the day and the year first mentioned herein.

City of Grand Junction, Colorado

By: _____
Duane Hoff Jr., Contract Administrator

Date

Company Name

By: _____

Date