

PNC08TRC

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	PNCI CONSTRUCTION, INC.
SUBJECT/PROJECT:	TWO RIVERS CONVENTION CENTER OPERABLE PARTITION AND CEILING REPLACEMENT
CITY DEPARTMENT:	ECONOMIC, CONVENTION AND VISITOR SERVICES (FORMERLY VCB)
YEAR:	2008
EXPIRATION DATE:	07/31/ 2008 2028
DESTRUCTION DATE:	01/01/2015

CONTRACT 2613-08-SDH

This CONTRACT made and entered into this **6th day of March, 2008**, 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 **PNCI Construction, 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-2613-08-SDH "Two Rivers Convention Center Operable Partition and Ceiling Replacement"**; 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 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-2613-08-SDHa
 - Addendum No. IFB-2613-08-SDHb
 - IFB-2613-08-SDH including:
 - Instruction to Bidders
 - General Contract Documents
 - Statement of Work
 - Technical Specifications Project Manual
 - Drawings
 - Contractors Bid Form- Base Bid Accepted***
 - 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.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract and to achieve Substantial Completion and Final Completion of the Work by **July 31, 2008**.

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 **Six Hundred Sixty Two Thousand Dollars (\$662,000)** (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.

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.

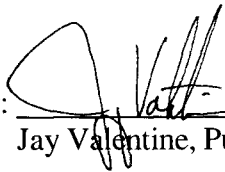
ARTICLE 8

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.

The Contract is executed in four counterparts.

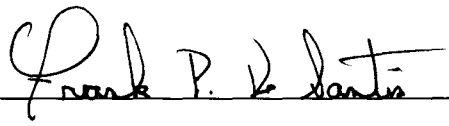
THE CITY OF GRAND JUNCTION, COLORADO

By:  3-6-08
Jay Valentine, Purchasing Manager Date

Witness:

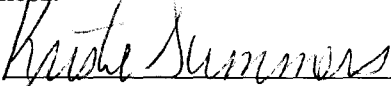
By: 
Scott Hockins, Purchasing Supervisor

CONTRACTOR PNCL CONSTRUCTION INC.

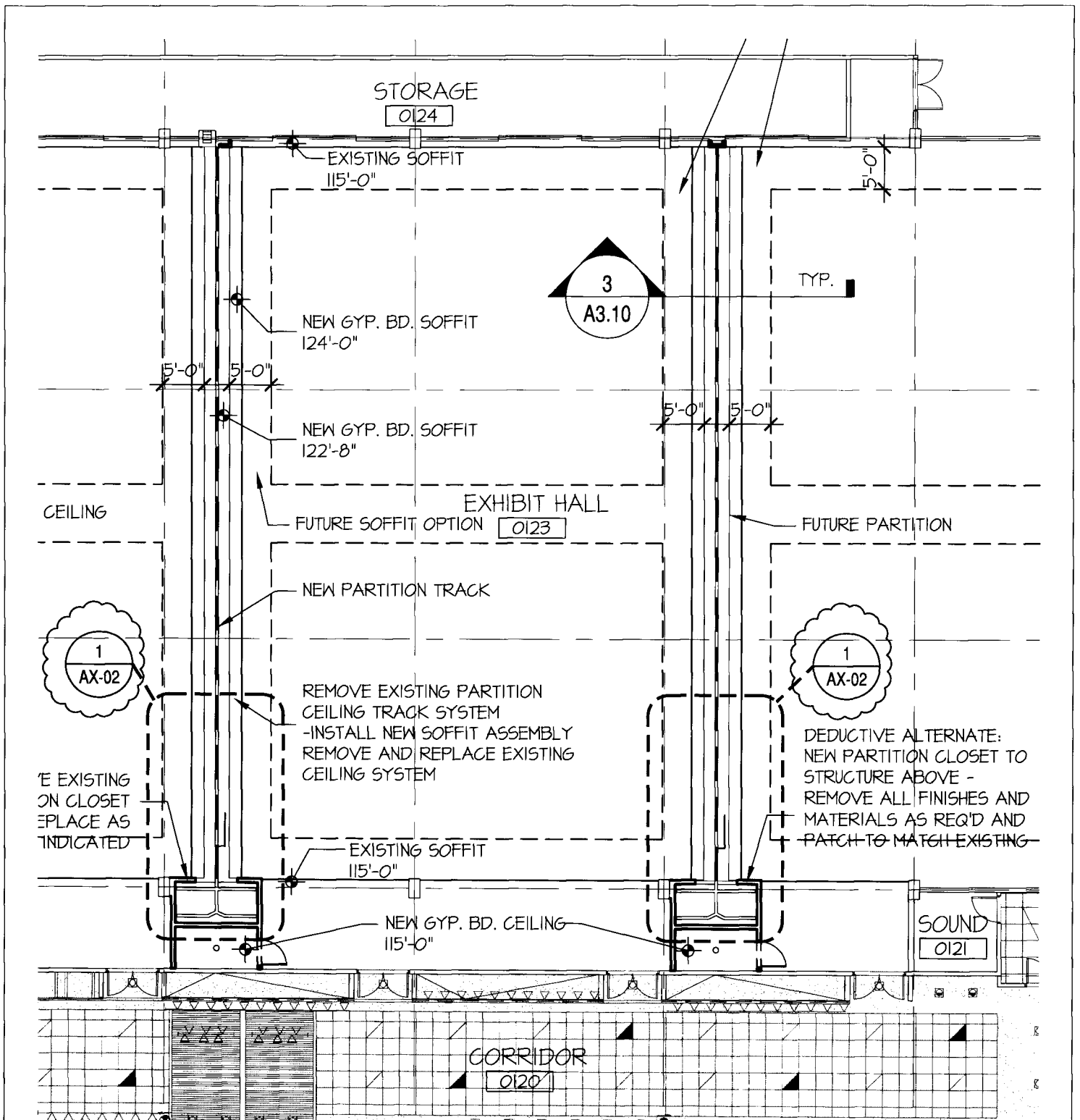
By:  MARCH 6, 2008
Date

Title: PRESIDENT

Witness:

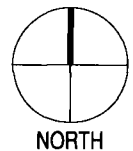
By: 

Title: Administrative Assistant



2 EXHIBIT HALL RCP

SCALE: 1/16" = 1'-0"



SINK COMBS DETHLEFS

A Professional Corporation 475 Lincoln Street 303 308 0200
for Architecture Suite 100 FAX 308 0222
Denver, Colorado 80203

AX-01

TWO RIVERS CONVENTION CENTER
GRAND JUNCTION, CO

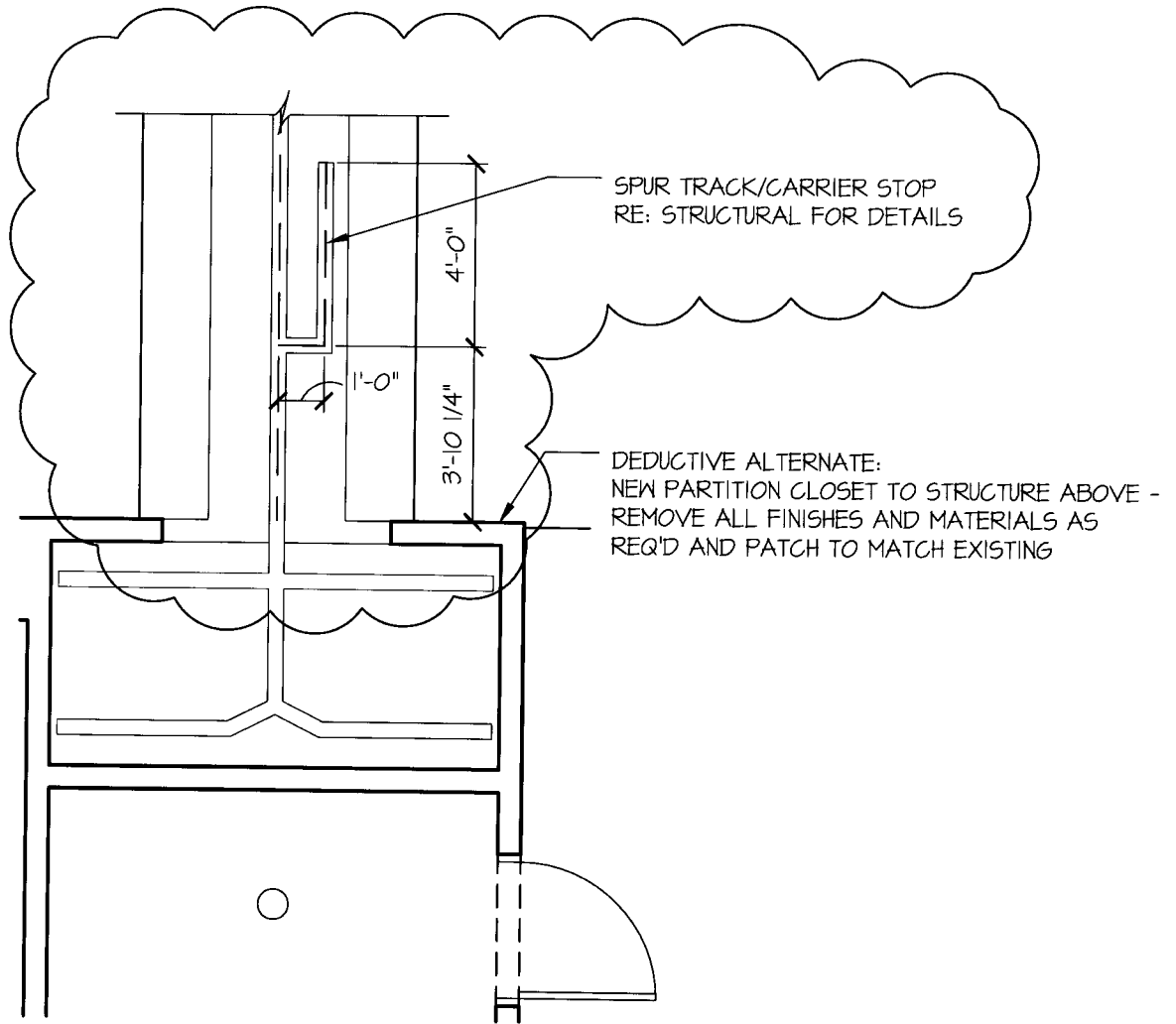
Orig. Dtl. 2/ A2.10

DATE?

Project No. 0706

AX-01

All information appearing herein shall not be duplicated, discharged or otherwise used without the written consent of Sink Combs Dethlefs.



1

SPUR TRACK DETAIL

SCALE: 1/4" = 1'-0"

1/4"=1'-0"

SINK COMBS DETHLEFS

A Professional Corporation 475 Lincoln Street 303 308 0200
 for Architecture Suite 100 FAX 308 0222
 Denver, Colorado 80203

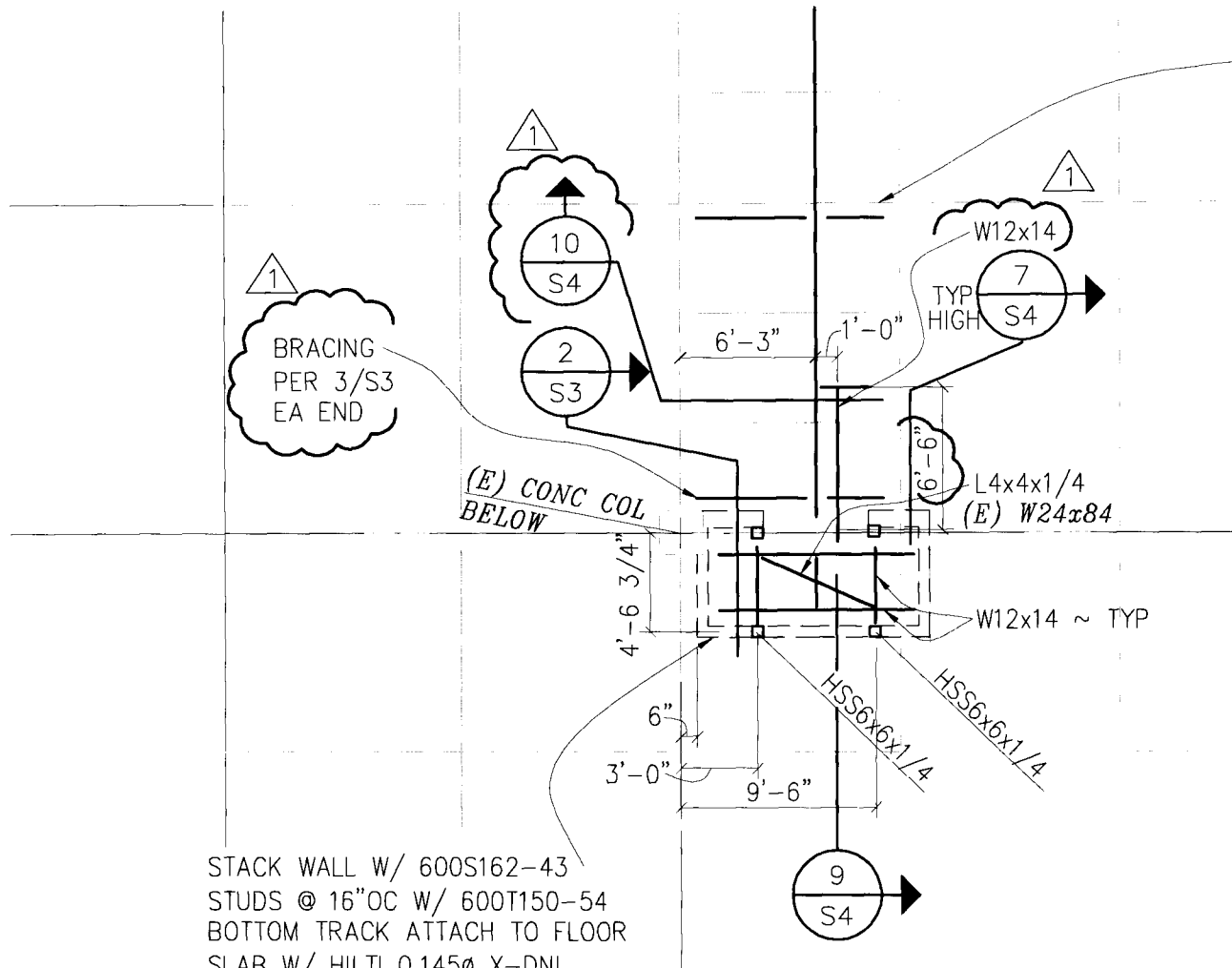
AX-02

TWO RIVERS CONVENTION CENTER
GRAND JUNCTION, CO


Orig. Dtl. 2/ A2.10
 DATE?
 Project No. 0706

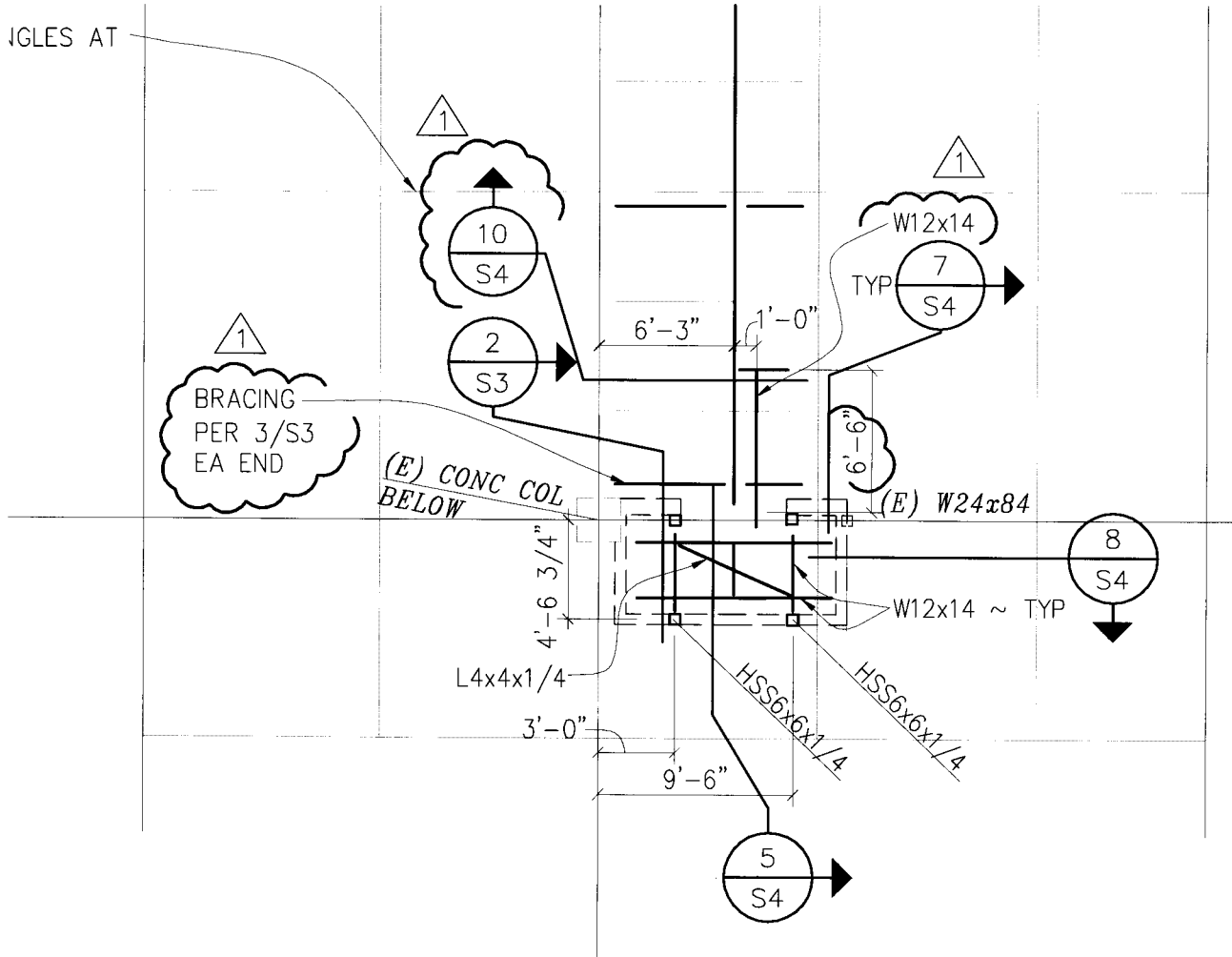
AX-02


All information appearing herein shall not be duplicated, discharged or otherwise used without the written consent of Sink Combs Dethlefs.

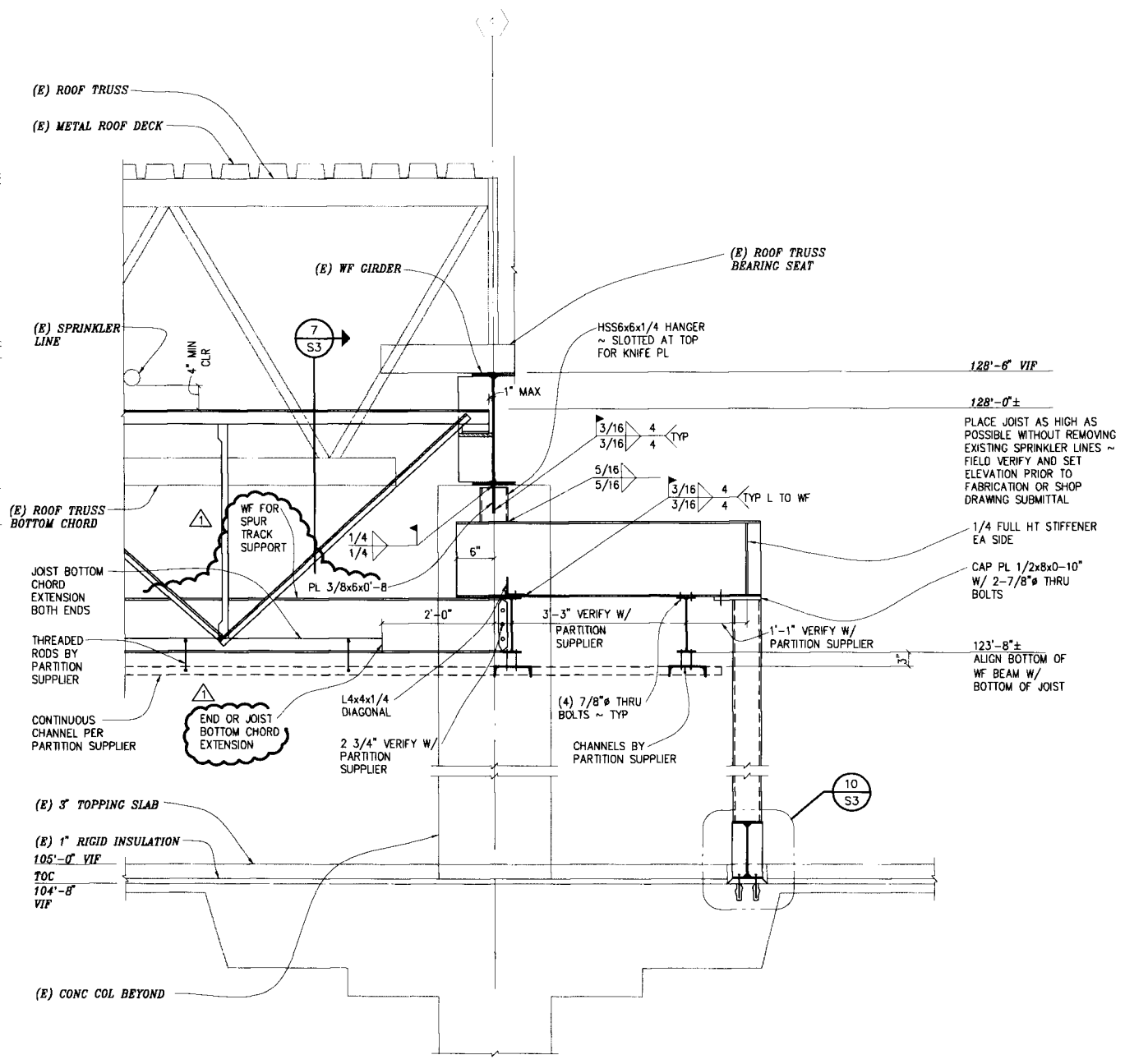


STACK WALL W/ 600S162-43
 STUDS @ 16"OC W/ 600T150-54
 BOTTOM TRACK ATTACH TO FLOOR
 SLAB W/ HILTI 0.145Ø X-DNI
 POWDER ACTUATED NAIL @ 12"OC
 1 1/4" MIN EMBED ~ PROVIDE
 SLIP TRACK AT TOP OF WALL TO
 STRUCTURE ABOVE WELD TRACK
 TO STRUCTURE PER 9/S3


TWO RIVERS CONVENTION CENTER		ADDENDUM NO: ASI-01
 MARTIN / MARTIN CONSULTING ENGINEERS 12499 WEST GOLFAX AVENUE P.O. BOX 191900 LAKEWOOD, COLORADO 80215 303.421.6100 FAX 303.431.6666	DETAIL TITLE: WEST HIGH ROOF PARTIAL FRAMING PLAN	DETAIL NO: SK-1
	PROJECT NUMBER 14386.S.03	DWG REF: S2



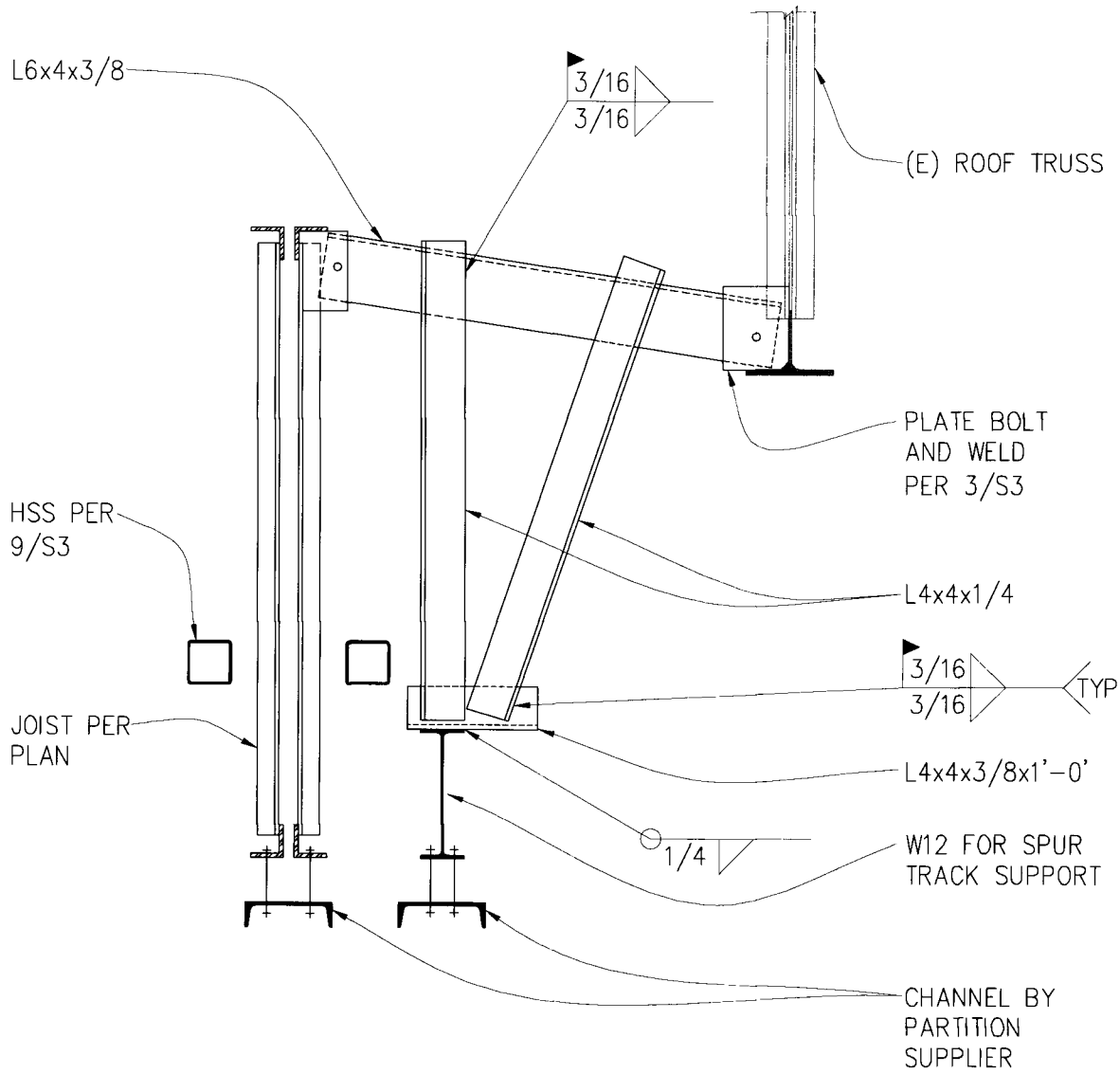
TWO RIVERS CONVENTION CENTER		ADDENDUM NO: ASI-01
 MARTIN / MARTIN CONSULTING ENGINEERS 12499 WEST DOLFAV AVENUE P.O. BOX 151500 LAKEWOOD, COLORADO 80215 303.431.8100 FAX 303.431.0800	DETAIL TITLE: EAST HIGH ROOF PARTIAL FRAMING PLAN	DETAIL NO: SK-2
	PROJECT NUMBER 14386.S.03	DWG REF: S2



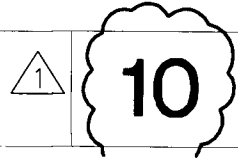
3/4"=1'-0" SECTION AT PARTITION STACK FRAMING


TWO RIVERS CONVENTION CENTER		ADDENDUM NO: ASI-01
 <p>MARTIN / MARTIN CONSULTING ENGINEERS</p> <p>12499 WEST COLFAK AVENUE P.O. BOX 151500 LAKEWOOD, COLORADO 80215 303.431.6100 FAX 303.431.0000</p>	DETAIL TITLE: SECTION AT PARTITION STACK RACK	DETAIL NO: SK-3
	PROJECT NUMBER 14.386 S.03	DWG REF: S3

G:\PROJECTS\14386_03\DWG\SX's\14386 - SK4.dwg, 2/15/2008 11:47:10 AM, danc



3/4"=1'-0" SPUR TRACK SUPPORT



TWO RIVERS CONVENTION CENTER		ADDENDUM NO: ASI-01
 MARTIN / MARTIN CONSULTING ENGINEERS 12499 WEST GOLFAX AVENUE P.O. BOX 151500 LAKEWOOD, COLORADO 80215 303.431.6100 FAX 303.431.0800	DETAIL TITLE: SPUR TRACK SUPPORT	DETAIL NO: SK-4
	PROJECT NUMBER 14386.S.03	DWG REF: S4