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TYPE OF RECORD: ACTIVE NON PERMANENT

CATEGORY OF RECORD: **CONTRACT**

NAME OF CONTRACTOR: REYES CONSTRUCTION, INC.

SUBJECT/PROJECT: SIDEWALK CONSTRUCTION

LOCATION: LANAI DRIVE

CITY DEPARTMENT: PUBLIC WORKS

YEAR: 2001

EXPIRATION DATE: 04/10/01

DESTRUCTION DATE: 01/08



City of Grand Junction
Public Works Department
250 North 5th Street
Grand Junction CO 81501-2668
FAX: (970) 256-4022

NOTICE TO PROCEED

Date: March 9, 2001

Contractor: Reyes Construction, Inc.

Project: **Lanai Drive - Sidewalk Construction**

In accordance with the contract dated February 27, 2001, the Contractor is hereby notified to begin work on the Project on or before March 12, 2001.

The time of completion shall be 30 Calendar Days from the stated beginning date.

The date of completion as determined from the stated date and time is April 10, 2001.

CITY OF GRAND JUNCTION, COLORADO

T. Kent Harbert

T. Kent Harbert, Project Engineer

CONTRACTOR ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: Reyes Construction, Inc.

By: *[Signature]*

Title: OWNER

Date: 3-13-01



NOTICE OF AWARD

Date: February 22, 2001

Contractor: Reyes Construction, Inc.

From: City of Grand Junction
Department of Public Works and Utilities

T. Kent Harbert
T. Kent Harbert, Project Engineer

City of Grand Junction
Public Works Department
250 North 5th Street
Grand Junction CO 81501-2668
FAX: (970) 256-4022

Project: **Lanai Drive - Sidewalk Construction**

The City of Grand Junction has considered the Bid submitted by the Contractor for Lanai Drive - Sidewalk Construction, in response to the Invitation to Bid.

The Contractor is hereby notified that the Bid received from the Contractor for the Project in the amount of \$62,621.30 was accepted by the City Council on Feb 21, 2001.

The Contractor is hereby awarded all or portions of the Project described as:

The entire project as itemized in the Bid Schedule in the Bid Form.

The Contractor is required to execute and submit four (4) copies of the Contract and submit two (2) copies each of the Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of the date of this Notice of Award. If the Contractor fails to execute the Contract and furnish the Bonds and Certificates within ten (10) calendar days, the City shall be entitled to forfeiture of the Bid Guaranty to the City. The City shall also be entitled to such other rights as may be granted by law or the Contract Documents.

CONTRACTOR ACKNOWLEDGMENT

Receipt of this Notice to Award is hereby acknowledged:

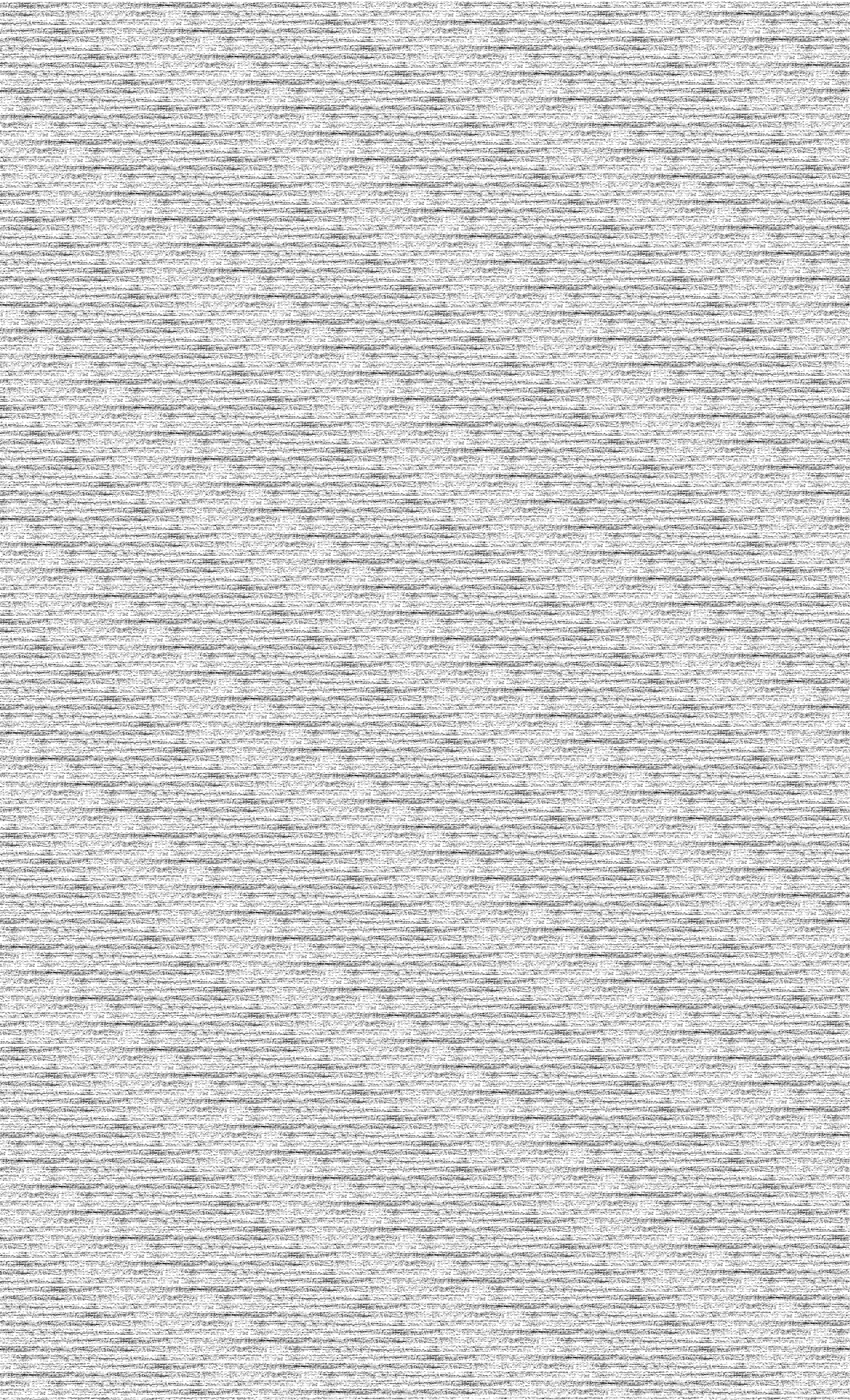
Contractor: Reyes Construction, Inc.

By: [Signature]

Title: PRESIDENT

Date: 02-26-01

The Contractor is required to return an acknowledged copy of the Notice of Award to the City.



CITY OF GRAND JUNCTION, COLORADO
DEPARTMENT OF PUBLIC WORKS AND UTILITIES
ENGINEERING DIVISION

CONTRACT

This CONTRACT made and entered into this 27th day of Feb, '01, 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 **Reyes Construction, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

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 **Lanai Drive Sidewalk Construction**

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 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:

- Standard Contract Documents For Capital Improvements Construction (latest edition), completed and signed, as appropriate, by the required parties;
- Bid Documents for the Project; **Lanai Drive Sidewalk Construction**
- 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 and Liquidated Damages: 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 Special Conditions. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the City as set forth in the Special Conditions. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the City the amounts specified in the Special Conditions.

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 **Sixty-Two Thousand Six hundred Twenty One and 30/100 Dollars (\$62,621.30)**. 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 City at the unit prices quoted in the Bid Form. 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 Public Works 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 therefor; 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 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, the City of Grand Junction, Colorado, has caused this Contract to be subscribed by its City Manager and sealed and attested by its City Clerk in its behalf, and 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: David VanCoy
Acting City Manager

22 FEB 2001
Date

ATTEST:

By: Stephanie Nye
City Clerk



Reyes Construction, Inc.

By: [Signature]
Title

2-27-01
Date

ATTEST:

CORPORATE SEAL:

By: [Signature]
Title Secretary / Office Manager

