



4554-18-DH

CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 20th day of July, 2018 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 **Sorter Construction, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

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 Mountain View Estates Filing 3 Interconnect with Chipeta Estates Pricing Scope of Work Dated July 16, 2018;

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. Negotiated Terms and Conditions/Scope of Work etc.
- c. Work Change Requests (directing that changed work be performed);
- d. Field Orders
- e. 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.

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 **Thirty Four Thousand Five Hundred Ninety Three and 00/100 Dollars (\$34,593.00)**. 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.

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.

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:
By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 11/20/2018 | 16:38 MDT
9F789E7D50F14BC
Duane Hoff Jr., Senior Buyer Date

Sorter Construction, Inc.

DocuSigned by:
By: William R. Ogle, President - Sorter Construction, Inc. 11/20/2018 | 16:01 MDT
7883A43116764AF
William R. Ogle, President - Sorter Construction, Inc. Date



2802 Highway 50
Grand Junction, CO 81503
Phone: 970-242-1436
Fax: 970-242-9040

7/16/18

**Mountain View Estates Filing 3
Interconnect with Chipeta Estates Pricing**

Scope of Work:

- Remove existing 8" sewer pipe between SSMH A3 & A4 (53 LF) \$924.00
- Remove sewer tap to Lot 3, Blk 1 \$125.00
- Remove SSMH A3, A4 & Chipeta Estates (3 EA) \$2500.00
- Remove concrete encasement east of SSMH A3 \$250.00
- Remove 300 SF of asphalt in Chipeta Estates \$610.00
- Remove MH cones, rings & covers and flowfill at 2941 Brook View Ct (2 EA) \$5400.00
- Install new straight through MH bases at A3 & A4 and field pour invert \$2950.00
- Install new straight through MH in Chipeta Estates and field pour invert \$2650.00
- Install 158 LF of 8" SDR 35 PVC @ 0.32% & 1 wye to reconnect Lot 3, Blk 1 \$5372.00
- Field adjust 3" irrigation line in Athena St. \$1500.00
- Field adjust storm drain pipe in Chipeta Estates \$2800.00
- Field adjust storm drain pipe in Mountain View Estates \$800.00
- Install (1) concrete encasement on sewer main at MH A3 \$660.00
- Install asphalt paving in Chipeta Estates (300 SF) \$2893.00
- Engineering, surveying and compliance testing are included \$5169.00

Total Price for above scope of work: \$34,593.00