

# Housing Resources of Western Colorado

## Standard Form Contract

Contract No. \_\_\_\_\_

This Agreement, made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
by and between (time) (day) (month) (year)

\_\_\_\_\_ hereinafter called Owner, with principal office at

\_\_\_\_\_, and

\_\_\_\_\_ herein after called Contractor.

### Recital

On or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, Owner entered into a prime contract with

\_\_\_\_\_ hereinafter called Contractor, whose address is

\_\_\_\_\_ to perform the following work:

The project generally consists of improving an existing asphalt parking lot with new curb, gutter and sidewalk and new hot mix asphalt. In addition, new storm water infrastructure will be required to improve drainage.

Said work to be performed in accordance with the Contract Documents which are comprised of this Standard Form Contract, signed Phase III John H. Hoffman Invitation to Bid, its attachments, Special Conditions, Special Provisions, Construction and Landscape Plans, Geotechnical Report and Addendum(s) currently in effect or that may become effective over the course of the completion of the Work. If any discrepancies exist between the aforementioned documents, the Special Conditions will prevail.

Said plans and specifications have been prepared by or on behalf of

\_\_\_\_\_ Austin Civil Group, Inc. \_\_\_\_\_, Professional Engineers.

(civil engineering company)

\_\_\_\_\_ Austin Civil Group, Inc. – Scott Sorensen \_\_\_\_\_, will serve as the Owner's Agent. Contractor shall comply and respond to all instruction, communication and directives received from the Owner's Agent as if same was received from Owner.

## **Section 1 - Entire Contract**

Contractor certifies and agrees that he is fully familiar with all of the terms, conditions and obligations of the Contract Documents, as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed, and that he enters into this Agreement based upon his investigation of all such matters and is in no way relying upon any opinions or representations of Owner. It is agreed that this Agreement represents the entire agreement. It is further agreed that the Contract Documents are incorporated in this Agreement by this reference, with the same force and effect as if the same were set forth at length therein, and that Contractor and his subcontractors will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly to the work covered by this Agreement. Subcontractor agrees to be bound to Contractor in the same manner and to the same extent as Contractor is bound to Owner under the Contract Documents, to the extent of the work provided for this Agreement, and that where, in the Contract Documents, reference is made to Contractor and the work or specification therein pertains to Subcontractor's trade, craft, type of work, then such work or specification shall be interpreted to apply to Subcontractor instead of Contractor. The phrase "Contract Documents" is defined to mean and include:

Signed Invitation for Bidders

Executed Standard Form Contract

Construction Plans

Bid Schedule (Base Bid)

Project Special Conditions

Project Special Provisions

## **Section 2 - Scope**

Contractor agrees to furnish all labor, services, materials, installation, cartage, hoisting, supplies, insurance, equipment, scaffolding, tools and other facilities of every kind and description required for the prompt and efficient execution of the work described herein and to perform the work necessary or incidental to complete for the project in strict accordance with the Contract Documents.

### Section 3 - Contract Price

Owner agrees to pay Contractor for the strict performance of his work, the sum of:

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( \_\_\_\_\_ \$ \_\_\_\_\_ ) for the Base Bid and the sum of:

, subject to additions and deductions for changes in the work as may be agreed upon, and to make payment in accordance with the Payment Schedule, Section 4.

### Section 4 - Payment Schedule

Owner agrees to pay Contractor monthly from approved Application for Payment submittals reflecting work-in-place and material delivered to site only to the extent that said materials are deemed necessary to complete work anticipated for the subsequent thirty (30) days. payments of 95% of labor and materials which have been placed in position and for which payment has been made by Owner to Contractor. The remaining 5% shall be retained by Owner until the Owner and/or the Owner's Agent receives final Application for Payment but not less than thirty-five (35) days after the entire work required by the Contract Documents, including Change Orders and Addenda, has been fully completed and has been delivered and accepted by the Owner and/or Owner's Agent. Subject to the following provisions:

- A. The retained percentage shall be paid to any and all Subcontractors within ten (10) days after Contractor receives his final payment from Owner.
- B. Subcontractor agrees to furnish, if/when required by Owner, payroll affidavits, receipts, vouchers, release of claims for labor, material. This provision applies to all subcontractors performing work or furnishing materials under this Agreement.
- C. Submitted information must be in form satisfactory to Owner, and it is agreed that no payment hereunder shall be made, except at Owner's option, until and unless such payroll affidavits, receipts, vouchers or releases; or any or all of them, have been furnished.

Payment made hereunder prior to completion and acceptance of the work, as referred to above, shall not be construed as evidence of acceptance of any part of Contractor's work.

### Section 5 - General Provisions

Contractor agrees to begin work as soon as instructed by the Owner and/or Owner's Agent, and shall carry on said work promptly, efficiently and at a speed that will not cause delay in the progress of the Scope of Work. If, in the opinion of the Owner or Owner's Agent, the Contractor falls behind in the progress of the work, the Owner may direct the Contractor to take such steps as the Owner or Owner's Agent deems necessary to improve the rate of progress, including, without limitation, requiring the Contractor to increase the number of shifts, personnel, overtime operations, days of work, equipment, or other remedies and to submit to Owner or Owner's Agent for approval, an outline schedule demonstrating the manner in which the required rate of progress will be regained, without additional

cost to the Owner. Owner or Owner's Agent, may require Contractor to prosecute, in preference to other parts of the work, such part or parts of the work as the Owner or Owner's Agent may specify.

The Contractor shall complete the work as required by the progress schedule prepared by the Contractor and approved by the Owner or Owner's Agent, which may be amended from time to time.

The Contractor agrees to have an acceptable representative (an officer of Contractor if requested by the Owner or Owner's Agent) present at all job meetings and to submit weekly progress reports in writing if requested by the Owner or Owner's Agent. Any job progress schedules are hereby made part of and incorporated herein by reference.

**CONTRACTOR UNDERSTANDS THAT CONTRACTOR IS NOT ENTITLED TO WORKMEN'S COMPENSATION BENEFITS OR UNEMPLOYMENT INSURANCE BENEFITS FROM OWNER AND IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ANY MONIES PAID TO CONTRACTOR PURSUANT TO CONTRACTOR'S CONTRACTUAL RELATIONSHIP WITH OWNER.**

## **Section 6 - Special Provisions**

Contractors and subcontractors are required by law to be licensed and regulated by the State of Colorado, Mesa County and maintain current certifications and licenses as may be required by the municipality holding jurisdiction of the property where the Scope of Work is to be completed.

## **Section 7 – Governing Law**

The laws of the State of Colorado shall govern this Agreement.

## Section 7 - Agreement

In Witness Whereof:

The parties hereto have executed this Agreement for themselves, their heirs, executors, successors, administrators, and assignees on the day and year first above written.

Contractor

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
(Name) (Title) (Date)

Contractor's State License Number: \_\_\_\_\_

Owner

\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
(Name) (Title) (Date)