

GARFIELD COUNTY, COLORADO
STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

THIS AGREEMENT made as of this ____ day of ____, in the year Two Thousand and Twenty-One (2021)

BETWEEN the Owner: Board of County Commissioners
Garfield County, State of Colorado
108 8th Street, Suite 219
Glenwood Springs, CO 81601

and the Contractor:

The Project: IFB-GC-FM-01-21, GWS Courthouse Elevator Addition

The Owner and Contractor agree as set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

The Contract Documents are set forth in the General Conditions.

ARTICLE 2

THE WORK

The Contractor shall perform all the Work required by the Contract Documents for general construction.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under this Contract shall be performed commencing on the date set forth in the Contract Documents, with substantial completion concluding no later than December 31, 2021.

ARTICLE 4

CONTRACT SUM

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of \$_____.

ARTICLE 5

PROGRESS PAYMENTS

Progress Payments shall be rendered as set forth in the General and Special Conditions to this Agreement.

ARTICLE 6

FINAL PAYMENT

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor when the Work has been completed, and State and Federal statutory claims have been paid or resolved, all the contract terms have been fully performed, and a final Certificate of Payment has been issued by the Owner.

ARTICLE 7

COMPENSATION/APPROPRIATION

The amount to be expended pursuant to this Agreement shall not exceed \$_____. The Owner has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount. Such amount may be altered by mutual written consent of parties.

This appropriation is limited solely to the work to be accomplished during fiscal year ending December 31, 2021. The Owner is not obligated to make any future apportionment or allocation to this Agreement. Any work performed in excess of amounts appropriated shall be solely the risk of the Contractor. Notwithstanding any other terms of this Agreement, it is expressly understood and agreed that: (1) Any Owner financial obligation, whether direct or contingent, for all or any part of the work under this Agreement, shall extend only to monies duly and lawfully appropriated and budgeted by the Owner and irrevocably pledged pursuant to the purposes of this Agreement; (2) The Owner does not by this Agreement irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) This Agreement is not intended to create a multiple/fiscal year direct or indirect financial obligation of the Owner; (4) The obligation of the Owner for expenditures, if any, arising during subsequent fiscal years in which this Agreement could be extended and be in effect, shall only extend to utilization of monies appropriated and budgeted and encumbered for the purpose of this Agreement in the fiscal year in which obligations arise; and (5) No change order may be issued requiring compensation for work which causes the aggregate payable amount under this Agreement to exceed the amounts appropriated, budgeted and encumbered for the payment of this Agreement in the fiscal year in which such obligations arise, unless the Contractor receives written assurance by the Owner that lawful appropriations to cover the cost of the additional work have been made. Any work completed for this Agreement shall be secured from harm until future monies are appropriated so that additional work may commence. In the event any future appropriation is made by the Owner for the purposes of this Agreement, the Owner will inform the Contractor in writing of any amounts appropriated for work proposed herein and will tender a renewed or amended Agreement covering the work to be compensated by such appropriation.

ARTICLE 8

MISCELLANEOUS PROVISIONS

8.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meaning designated in those Conditions.

8.2 This Agreement, together with all documents forming the entire Contract form the full and complete understanding of the parties. No agreement, statement or representation set forth outside of the written contents of those documents shall be considered a part of this Contract.

ATTEST:

Clerk to the Board

OWNER:

BOARD OF COUNTY COMMISSIONERS
OF GARFIELD COUNTY, COLORADO

By: _____
Authorized County Representative

ATTEST:

Secretary

CONTRACTOR:

By: _____

Type Name/Title