

CONTRACT

THIS CONTRACT made and entered into this ____ day of _____, 2024, by and between the **Board of County Commissioners of the County of Douglas, State of Colorado** (the “County”), and **STRONG CONTRACTORS, INC.**, authorized to do business in Colorado (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

WITNESSETH:

WHEREAS, the County advertised and awarded (IFB #027-22) to Strong Contractors, Inc. for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for various roofing projects/repairs throughout Douglas County. The County would like to proceed with Phase IV of **Justice Center EPDM Coating**, located at **4000 Justice Way, Castle Rock, Colorado**; and

WHEREAS, bids from said advertisement have been received by the County, and it is desired that a contract for said work be made and entered into with the above-named Contractor who was the lowest, responsive, responsible, qualified bidder; and

WHEREAS, said Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing, and able to provide such services, subject to the conditions hereinafter set forth and in accordance with the Contract Documents.

NOW, THEREFORE, for and in consideration of the compensation to be paid to the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

ARTICLE I – CONTRACT DOCUMENTS: It is agreed by the Parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the

Contract Documents or the Contract, and all said instruments, drawings and documents taken together as a whole constitute the Contract between the Parties hereto, and they are as fully a part of and incorporated into this Contract as if they were set out verbatim and in full herein:

- Contract
- Performance Bond (Exhibit A)
- Payment Bond (Exhibit B)
- Notices to Proceed
- General Contract Conditions (Standard Specifications for Construction)
- Insurance (Exhibit C)
- Invitation to Bid
- Contractor Bid
- Technical Specifications (if any)
- Special Conditions (if any)
- Addenda (if any)
- Contract Drawings (if any)
- Change Directives (if any)
- Change Orders (if any)
- Shop Drawings (if any)

ARTICLE II – SCOPE OF WORK: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by the Contractor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which is mutually agreed upon between the County and the Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the Term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

ARTICLE III – TERMS OF PERFORMANCE: The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the County’s Authorized Representative pursuant to a Notice to Proceed and agrees to substantially complete said work in its entirety NO LATER THAN *Friday, November 1, 2024*. This period of performance is also referred to as the Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

ARTICLE IV – TERMS OF PAYMENT: The County agrees to pay the Contractor for the performance and completion of all of the work as required by the Contract Documents, and the Contractor agrees to accept as its full and only compensation, therefore, subject to additions and deletions pursuant to Change Order and other provisions of the Contract Documents, the total lump sum amount of ONE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED and 00/100 Dollars (**\$198,500.00**) payable pursuant to the Contract Documents. Any work accomplished and put in place by the Contractor above and beyond the appropriated and allocated funds for each fiscal year will be done at the Contractor’s risk.

ARTICLE V – ANNUAL APPROPRIATIONS: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is ONE HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED and 00/100 Dollars (**\$198,500.00**) for fiscal year 2024 ending December 31, 2024. The County is not under obligation to make any future apportionment or allocation to this Contract. Any work performed in excess of the amounts appropriated shall be solely at the risk of the Contractor. Notwithstanding any other term of this Contract, it is expressly understood and agreed that: (1) any County financial obligation, whether direct or contingent, for all or any part of the work under this Contract, shall extend only to monies duly and lawfully appropriated and budgeted by the County and encumbered for the purposes of this Contract; (2) the County does not by this Contract irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) this Contract is not intended

to create a multiple-fiscal year direct or indirect debt or financial obligation of the County; (4) the obligation of the County for expenditure obligations, if any, arising during any subsequent fiscal year in which this Contract could be extended and be in effect shall only extend to utilization and payment of monies appropriated and budgeted and encumbered for the purpose of this Contract in the fiscal year in which obligations arise; and (5) no change order may be issued requiring compensation work which causes the aggregate amount payable under the Contract to exceed the amounts appropriated, budgeted and encumbered for the payment of this Contract in the fiscal year in which such obligations arise, unless the Contractor is given written assurance by the County that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. Any work completed for this Contract shall be secured from harm until future sums of money are appropriated so that additional work may commence. In the event a future appropriation is made by the County, the County will inform the Contractor in writing of any amounts appropriated for work proposed herein.

ARTICLE VI - GOVERNING LAW; VENUE: This Contract shall be deemed to have been made in, and construed in, accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal. All work performed under this Contract by the Contractor shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

ARTICLE VII – CONTRACT BINDING: It is agreed that this Contract shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, assigns and successors.

ARTICLE VIII – SEVERABILITY: If any part, portion, or provision of this 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 authority thereover, only such part, portion or provision shall be affected thereby, and all other parts, portions, and provisions of this Contract shall remain in full force and effect.

ARTICLE IX – ASSIGNMENT: The Contractor shall not assign the whole or any part of its duties, rights, and interest in this Contract without first obtaining the written consent of the County.

ARTICLE X – JOINT VENTURE: If the Contractor is a Joint Venture, the partners to the Joint Venture shall be jointly and severally liable to the County for the performance of all duties and obligations of the Contractor which are set forth in this Contract.

ARTICLE XI - NO WAIVER OF GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

ARTICLE XII - NO THIRD-PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

ARTICLE XIII - INDEPENDENT CONTRACTOR: The Contractor is an Independent Contractor. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times employees of the Contractor for all purposes. It is not intended, nor shall it be construed that the Contractor,

its employees, or volunteers are agents, employees, or officers of the County for any purpose whatsoever. The Contractor and its personnel are not entitled to Workers' Compensation or unemployment benefits through the County. The Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract relationship.

ARTICLE XIV – OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines, and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

ARTICLE XV – INSURANCE: The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto, and incorporated herein by reference.

ARTICLE XVI – POLITICAL CONTRIBUTIONS PROHIBITED: Pursuant to Section 15 of Article XXVIII of the Colorado Constitution, there is a presumption of impropriety between contributions to any campaign and sole source government contracts. Therefore, the Contractor agrees that in the event Contractor is awarded sole source contracts by the State or any of its political subdivisions exceeding One Hundred Thousand Dollars (\$100,000.00) cumulatively from any and all governmental entities within a calendar year, the Contractor shall, for the duration of this Contract and for two (2) years thereafter, cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions. Further, pursuant to Section 16 of Article XXVIII of the Colorado Constitution, in the event that the Contractor is awarded sole source contracts in excess of the amounts discussed herein, the Contractor shall promptly prepare and deliver to the executive director of the Colorado Department of Personnel, a true and correct "Government Contract Summary," for this Contract in a form acceptable to that office.

ARTICLE XVII - COLORADO LABOR PREFERENCE: The provisions of Sections 8-17-101 and 102, C.R.S., are applicable to this Contract. Colorado labor must be employed to perform the work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on the Project. "Colorado labor" means any person who is a resident of the State of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, age, or religion, except when sex or age is a bona fide occupational qualification.

ARTICLE XVIII - CONFLICT OF INTEREST: The Contractor agrees that no official, officer, or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of County.

ARTICLE XIX – COUNTY EXECUTION OF CONTRACT: This Contract is expressly subject to and shall not be or become effective or binding on the County until execution by all signatories of the County.

Exhibit A
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
_____ [Bidder name], a corporation organized under the
laws of the State of _____ [Bidder state], hereinafter referred to as
the "Contractor" and _____ [Bond issuer], a
corporation organized under the laws of the State of _____ [Bond company
state], and authorized to transact business in the State of Colorado, hereinafter referred to as
Surety, are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of
the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of
_____ [Bid amount text] Dollars (\$ _____ [Bid
amount numbers]), lawful money of the United States of America, for the payment of which sum
the Contractor and Surety bind themselves and their heirs, executors, administrators, successors
and assigns, jointly and severally by these presents.

WHEREAS, the above Contractor has on the ____ day of _____, _____, entered
into a written contract with the County for furnishing all labor, materials, equipment, tools,
superintendence, and other facilities and accessories for the construction of Contract No.
_____, in accordance with the all Contract Documents therefor which are
incorporated herein by reference and made a part hereof, and are herein referred to as the
Contract.

NOW, THEREFORE, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every
covenant, condition and part of said Contract, including, but not limited to, its
warranty provisions, in the time and manner prescribed in the Contract, and
2. Pays the County all losses, damages (liquidated or actual, including, but not
limited to, damages caused by delays in the performance of the Contract),
expenses, costs and attorneys' fees, that the County sustains resulting from any
breach or default by the Contractor under the Contract, then this bond is void;
otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire,
sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or
its subcontractors in its performance of the work contracted to be done or fails to pay any person
who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of
such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the
same in an amount not exceeding the amount of this obligation, together with interest as
provided by law.

PROVIDED FURTHER that the said Surety, for value received, hereby stipulates and agrees
that any and all changes in the Contract or compliance or noncompliance with the formalities in
the Contract for making such changes shall not affect the Surety's obligations under this bond
and the Surety hereby waives notice of any such changes.

(End of Page)

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

**Exhibit B
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

[Bidder name], a corporation organized under the laws of the State of

[Bidder state], hereinafter referred to as the "Contractor" and

[Bonding company name], a corporation organized under the laws of
the State of _____ [Bonding company state], and authorized to transact business in the State of
Colorado, hereinafter referred to as Surety, are held and firmly bound unto the COUNTY OF DOUGLAS, a
political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of

[Bid amount text] Dollars (\$_____
[bid amount
numbers]), lawful money of the United States of America, for the payment of which sum the Contractor and
Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the above Contractor has on the _____ day of _____, _____, entered into a written contract
with the County for furnishing all labor, materials, tools, superintendence, and other facilities and accessories
for the construction of Contract No. _____, in accordance with all Contract Documents therefor
which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

NOW, THEREFORE, the condition of this payment bond obligation is such that if the Contractor shall at all
times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its
subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the
prosecution of work provided for in the above Contract and shall indemnify and save harmless the County to
the extent of any and all payments in connection with the carrying out of such Contract which the County may
be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full
force and effect;

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all
changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such
changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any
such changes.

[END OF PAGE]

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this ____ day of _____, _____.

CONTRACTOR

By: _____
President

SURETY

By: _____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

Exhibit C INSURANCE REQUIREMENTS

The Contractor shall procure and maintain insurance, for the duration of the Contract, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1) **Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit, **\$2,000,000**.
- 2) **Automobile Liability:** Insurance Services Office Form covering Code 1 (any auto), or if CONTRACTOR or CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3) **Workers’ Compensation:** Insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease
- 4) **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONTRACTOR or CONTRACTOR’s profession, with a limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.

The insurance obligations under this Contract shall be the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this agreement.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage. For any claims related to this Contract, the Contractor’s insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess and non-contributory to the Contractor’s insurance.

Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled except with notice to the County.

Waiver of Subrogation. The Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions, Deductibles and Coinsurance. The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County. The Contractor will indemnify the County, in full, for any amounts related to the above.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

- 1) The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.

Verification of Coverage. The Contractor shall furnish the County with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the Contractor to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this Contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

Subcontractors. The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure the County is an additional insured on insurance required from subcontractors.

Failure to Procure or Maintain Insurance. The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions, and minimum limits will constitute a material breach of contract upon which the County may immediately terminate this Contract.

Governmental Immunity. The Parties hereto understand and agree that the County is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to the County, its officers, or its employees

Special Risks or Circumstances. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



Strong Contractors Inc
10233 S Parker Rd Ste 300, Parker CO 80134
Phone (720) 404-1647
matteo@strongcontractors.com

PROPOSAL – Justice Center EPDM Coating – Phase 4

February 2/13/2024

Job Addresses:
4000 Justice Way
Castle Rock, CO 80109

Hello,
Strong Contractors Inc would like to thank you for the opportunity to furnish your firm with the following proposal.

SILICONE COATING ROOFING SYSTEM **\$ 193,980.00**

Inspection and Repairs

- Inspect roof for existing leaks, saturated areas, and existing application defects

- Remove and treat saturated areas as needed
- Inspect and clean all scuppers and or roof drains to create a watertight seal
- Repair EPDM as necessary to maintain manufacturer standards and create a watertight seal
- Fasten and caulk any existing loose metals to prepare for the new roofing system
- Ensure all metals are fastened as well restore existing sealant at the existing metals as needed
- Remove and dispose any loose debris and prepare the existing substrate for the new Silicone roofing system

Substrate Preparation and Coating

- Relocate approximately 15-20sq of the existing rock ballast as needed
- Power wash the existing substrate for the new coating system
- Inspect the installed substrate and prepare the existing substrate for the new Silicone system
- Mask the existing building to prevent any damage from overspray as needed
- Install seam seal and mesh as needed per manufacturer standards at seams and existing penetrations
- Coat the existing roofing system with a GacoFlex silicone S4200 coating system for a total of 56 dry mils to create a seamless membrane
- Install a ballast protection mat over the newly coated areas
- Remove and replace any damaged concrete pavers
- Replace approximately 10-15sq of the removed rock ballast and begin the process again till the system has been fully replaced



INCLUDED

- 1) Approximately 22,568sqft (226SQ) of silicone coating (white color)
- 2) Strong Contractors Inc 2-year workmanship warranty
- 3) 5% BOND

EXCLUDED

- 1) Permit fees

OPTIONAL 20-YEAR MANUFACTURE WARRANTY

\$ 4,520.00

- 1) 20-year No-Dollar-Limit Gaco Labor Warranty. Final inspection will be performed by a Gaco certified engineer to ensure proper installation.

TOTAL FOR THE ABOVE WORK SCOPE

\$ 198,500.00

Payment Terms: Full payment will be due at the time of completion, 50% will be paid at the time the materials arrive on site.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All applicable sales taxes are included in bid.

By: _____ Title:

Signature: _____ Date:

The complete document including the Terms and Conditions below, between Strong Contractors Inc and the property owner(s) or property owners representative(s) hereby referred to as "Owner", are subject to the laws in effect in the State of Colorado.



TERMS AND CONDITIONS

ANY REPRESENTATION, STATEMENT, OR OTHER COMMUNICATIONS NOT WRITTEN IN THIS AGREEMENT, OR MADE IN WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID, AND NOT RELIED ON BY EITHER PARTY, AND DO NOT SURVIVE THE EXECUTION OF THIS AGREEMENT.

1. **Cash Bids.** All Cash Bids are valid for thirty (30) days due to quarterly fluctuations in material and/or labor costs. Payment terms for “cash bid” jobs require fifty percent (50%) due at material delivery, material deposit must be received in order to schedule work; remaining balance shall be immediately due and payable upon completion of the specified work.
2. **Accounts.** Any amount past due for thirty (30) days will accrue interest at the rate of one percent (1%) per month. Owner acknowledges that it shall be responsible for any and all expenses incurred by Strong Contractors Inc for collection of any past due amounts, including, but not limited to, all attorney fees, costs, expert fees, etc. If full payment is not received, Strong Contractors Inc may place a lien or encumbrance on the contract property.
3. **Final Inspection.** In the event a final inspection is required before the Owner chooses to pay, the Owner shall agree to pay the total balance due less 5% as hold-back until the final inspection and any subsequent punch list is completed.
4. **Performance of Work.** Strong Contractors Inc shall perform all specified work in substantial compliance with all generally accepted industry standards and guidelines, adhering where applicable to local building codes and ordinances.
5. **Failure to Perform.** Owner acknowledges that Strong Contractors Inc will not be responsible for any failure to perform its obligations due to labor controversies, strikes, acts of nature or inclement weather, material shortages, labor shortages, eminent domain actions, court or any other government agency or authority declaration, or any other circumstance beyond the control of Strong Contractors Inc.
6. **Additional Work.** Any work or damage uncovered during the repair or replacement process that was unforeseen is not included in the contract. Such work will be issued a Change Order.
7. **Access.** Owner shall warrant and guaranty that Strong Contractors Inc, its subcontractors, agents or assigns, shall have unrestricted and reasonable access to

the contract property at all times. Owner shall notify any tenants, subtenants, leaseholders or other third-party of Strong Contractors Inc work at the contract property.

- 8. Paid in Full.** Strong Contractors Inc will not honor our warranty on agreements that are not paid in full.
- 9. Cancellation.** Owner has 72 hours to cancel this contract. If this contract is canceled by Owner after 72 hours of signing, Owner agrees to pay Strong Contractors Inc as liquidated damages, twenty-five percent (25%) the proposal to pay a material restocking fee.

