

facilities

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jeffcolibrary.org



Jefferson County
PUBLIC LIBRARY

Request for Proposal (RFP)

Construction Management/ General Contractor Services

For

Columbine Library

Jefferson County Public Libraries

RFP Issued:

Friday, August 19, 2016

Time: 4:00 PM

Submittal Deadline:

Friday, September 2, 2016

Time: 10:00 AM

Mandatory Site Walk:

Thursday, August 25, 2016

Time: 9:30 AM

Provided by:



1.0 Introduction

On behalf of Jefferson County Public Libraries (Owner), NV5 (Owner's Representative) invites you to submit your proposal for Construction Management/General Contracting services for the Columbine Library (Project).

Responses are due no later than:

10:00AM (MST) on September 2, 2016

Proposals due to jcplrfp@jeffcolibrary.org no later than 10:00 AM. **No late responses will be accepted.** Each respondent is solely responsible for the timely delivery of its response. **Failure to meet the RFP response due date and time deadline will result in automatic rejection of the response.** Contractor is advised to keep proof of date and time of sent mail. Should Contractor encounter difficulties with delivery of response, it may contact procurement.jcpl@jeffcolibrary.org for assistance. *Proof of date and time of failed attempt will be required.*

Contractor to send notice of intent to bid, including company name, contact name, direct phone and e-mail to procurement.jcpl@jeffcolibrary.org by August 26 at 5:00 PM MST. Failure to notify JCPL of the intent to submit will preclude your firm from receiving addendums, schedule changes and pertinent information related to this RFP.

To prevent biased evaluations and to preserve the competitiveness and integrity of the proposal process, proposers are to direct all communications regarding this proposal (questions regarding the RFP, technical requirements, general conditions, etc.) via email to procurement.jcpl@jeffcolibrary.org. Candidates should not contact any team members or any individual associated with the Owner regarding this RFP for this project.

A mandatory site walk will take place at 9:30 AM on Thursday, August 25, 2016. Interested candidates should meet at 7706 W. Bowles Ave., Littleton, CO 80123.

2.0 Project Information

2.1 Project Team:

The successful Candidate will be an integral part of the project team, currently comprised of the following key organizations:

1. Jefferson County Public Library– Owner
2. NV5 – Owner's Representative
3. Design Team – TBD (Active procurement has begun)
4. CM/GC – TBD

2.2 Library Background

Columbine Library is situated on 4.15 acres located at 7706 W. Bowles Ave. in Littleton, CO. The 30,000 sq. ft. facility was originally constructed in 1989 and underwent a major remodel in 2002. It is JCPL's desire to remodel/reconstruct the facility to align with our mission and vision of a 21st century library. For JCPL this vision is one where the patron experience is one of absolute delight. Our residents feel respected and understood by the innovative services we provide.

This vision translates into:

- The library is a customizable experience. It fits them just right.
- They can use the library alone or engage with each other.
- They find just the right help at just the right time and place.

The vision also reflects our end statements of providing equal access to resources and technologies, encouraging a sense of community participation and collaboration, advancing community education/outcomes, maximizing the return on the communities shared investment and creating safe and inviting spaces for the residents of Jefferson County. Columbine Library is currently slated for design in 2016 and construction beginning in 2017 and is funded as one of the JCPL's Capital Improvement Projects.

2.3 Scope of Services

Please reference Exhibit A – JCPL Building Program Guidelines.

The CM/GC Scope of Services will generally consist of the following, in addition to the terms of the contract agreement and the General Conditions:

1. General
 - a. Regularly attend Owner, DAG, and Design Team meetings during all phases of design and construction.
2. Preconstruction
 - a. Provide milestone cost estimate updates at 50%DD, 100%DD, 50%CD, and 100%CD
 - b. Perform interim pricing exercises for alternate design solutions, as required
 - c. Provide on-going value engineering guidance to the design team
 - d. Competitively bid all work on the project
 - e. Agree to execute a final GMP at any stage of design at and after 100%DD
 - f. Conduct a GMP process in a completely fair and transparent manner
 - g. Work closely with NV5 and Design Team to establish the project schedule, and provide regular updates as design progresses
 - Schedule will include design durations
 - Identify long lead items and critical path tasks
 - Evaluate site constraints, phasing, regulatory requirements, material and equipment deliveries, and workforce availability
 - h. At each phase of design, review the documents for constructability and prepare a formal list of comments to be reviewed and coordinated with NV5 and the Design Team
 - The sequence of construction, efficient use of materials and labor, and construction sequencing are all to be considered in this review
 - i. On an on-going basis, make recommendations to the design team regarding design documentation and detailing
3. Construction
 - a. Construct the work according to the construction documents and specifications within the scheduled timeframe agreed to with the Owner.

- b. Maintain all relevant project archive records on behalf of the Owner such as meeting minutes, as-built drawings, specifications, submittals, RFI's, schedules and inspection reports.
- c. Deliver a finished project with the highest quality workmanship.
- d. Maintain and be responsible for the project schedule with weekly updates for the construction team.
- e. Be responsible for the construction budget and communicate budget status to the project team on a regular basis.
- f. Be proactive throughout the construction to minimize punch list work at substantial completion.
- g. Understand some construction activities may be carried out within an occupied building. Security and logistical coordination will be of high importance to the Owner. All personnel working on the project site must provide the Owner with background check information. It will be the General Contractor's responsibility to provide background check information for all persons who will be present on site for the general contractor, subcontractors, and suppliers.

4. Closeout Services

- a. Provide warranty and closeout assistance as commonly required in the contract documents.

2.4 Technical Requirements

1. The Contractor shall have the organization, human and technical resources in-house to perform the tasks listed above in an expeditious and economical manner consistent with interests of JCPL.
2. Contractor will be expected to plan, program, administer, manage and execute its scope of work in accordance with all federal, state, local laws and regulations including, but not limited to, applicable building codes and the Americans with Disabilities Act.
3. The Contractor and its subcontractors shall have the necessary licenses and authorizations to perform work in the State of Colorado.
4. The contractor shall be required to pull all required permits to perform the scope of work.
5. The Contractor will be required to complete a Conflict of Interest Disclosure Affidavit affirming that the Contractor has no conflict of interest with any of the organizations or personnel of the Design or Construction Teams.
6. Prior to the Contractor gaining access to proprietary information in performing services for JCPL, the Contractor must agree to protect the information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than which it was furnished by JCPL.
7. The Contractor will supply its own transportation and properly insured vehicles. At no time will the Contractor use or be authorized to use a JCPL owned vehicle.

Schedule

JCPL has identified the construction project to begin in Spring 2017. Design is scheduled to begin in Fall 2016.

3.0 Selection Process

3.1 Anticipated Selection Schedule

August 19, 2016	RFP Issued
August 25, 2016 at 9:30 AM	Mandatory Site Walk
August 26, 2016 at 5:00 PM	Intent to Bid
August 29, 2016 at 3:00 PM	Deadline for Questions
August 31, 2016	Final Clarification Issued
September 2, 2016 at 10:00 AM	Submittals Due from Candidates
September 5, 2016	Short Listed Candidates Notified
September 13, 2016	Interviews
September 14, 2016	Selection Notification

3.2 Proposal Requirements and Scoring Criteria

The Owner intends to shortlist candidates based on this qualification package, which will be scored based on the criteria identified below. Points will be assessed by a selection committee, out of the points available for each section, and the total points tallied to determine the most qualified groups. The shortlisted candidates will be invited to provide a fee proposal and participate in an interview with the selection committee.

Please format your submittal to include the items specifically requested below. Please be thorough in addressing the items but note that the Owner is also looking for a team member that can communicate effectively and efficiently. Please organize your submittal using the section numbers and names below.

Ensure that your firm completes the fee worksheet that will be attached as an exhibit to the RFP. This will be evaluated separated from the scoring outlined below.

Submittals will be reviewed to determine which candidate offers the best value to the Owner. Each responding firm will be required to submit the following documentation as requested under Detailed Submittal Requirements. All submittals must be received by the party indicated in this RFP no later than the noted due date and time. Late submittals will not be accepted.

3.3 Detailed Submittal Requirements

Required Company Data:

- a. Company Name
- b. Contact Name for Day to Day Activities Including Email, Phone, and Address
- c. Contact Name for Key Notices for Contractor Including Email, Phone, and Address
- d. Company Address
- e. Phone Number
- f. Tax Id #
- g. Number of Years in Business
- h. Contact Email Address
- i. Website Address
- j. Name of person who would be "CM/GC Representative" on any awarded contract
- k. Name and Title of person legally authorized to bind Contractor and sign contract Including Email, Phone, and Address

1. Cover Letter (10 Points):

- A. Please provide a brief (two page maximum) introduction outlining why your firm would be the best value to the Owner and what differentiates your firm from the competition.

2. Firm Qualifications (10 Points):

- A. Provide a statement of the maximum dollar value for which your firm can be bonded and the amount your firm currently has bonded (attach a letter of confirmation from your bonding company).
- B. Provide an Accord format Insurance Certificate clearly listing all coverage limits typically carried by your firm.
- C. Provide your firm's Interstate Experience Modification Rate for Workmen's Compensation Insurance used by your insurance carrier.
- D. Provide your firm's subcontractor pre-qualification criteria and process.

3. Past Project Experience and References (20 Points):

- A. Provide three (3) to five (5) examples of similar projects, completed by your proposed team members, which demonstrate 'relative experience' as defined below. In no more than one (1) page per project, document the general scope of work, how is it relevant experience, date completed, total project costs, and contact information for the Owner and Owner's Representative (if applicable).
 - 1. Note: The selection committee will analyze the 'relative experience' of the firm and the specific personnel committed to this project. The Owner's perception of 'relative experience' includes a combination of the following factors:
 - a. Publicly funded commercial projects
 - b. Working within operating facilities or similar safety complications
 - c. Complex Phasing
 - d. Experience with the CM/GC delivery method (looking for seamless transition from preconstruction activities to construction activities)
 - e. Working through a highly collaborative process including committees similar to a Design Advisory Group
- B. Provide a list of references including a mixture of Owners, Architects, Owner's Representatives and subcontractors, for projects completed or in progress within the last five (5) years.

4. Firm Personnel (25 Points):

- A. Identify the project team members that you propose and include:
 - 1. Proposed Role
 - 2. Current Resume (including references)
 - 3. List of relevant projects (as defined above) completed by this individual
 - 4. Clearly state other commitments of this individual throughout the project duration
- B. Provide a description of the project team organizational structure, clearly identifying team member's roles and responsibilities for each project phase.
- C. Any changes to the proposed team members during the project must first be approved by the Owner.

5. Cost Estimate (10 Points):

- A. Provide a sample cost estimate from a project completed, in-progress, or fictional that demonstrates your estimating format. This should be an example of what you expect to be providing on this specific project.
- B. The selection committee will analyze the sample cost estimate based on the following criteria:
 - i. Does it demonstrate the ability to track multiple alternates
 - ii. Does it demonstrate the ability to compare current estimate iteration to previous iterations to analyze deltas as the project progresses
 - iii. Is it detailed yet simple to comprehend

6. Project Approach (25 Points):

- A. Include a brief narrative (four page maximum) outlining:
 - 1. Your firm's experience and approach with CM/GC projects.
 - 2. How your team proposes to be an invaluable resource throughout preconstruction.
 - 3. How your team proposes to facilitate seamless transition from preconstruction to construction, to guarantee the information and understanding rendered during preconstruction meetings is present during construction.
 - 4. How your team proposes to engage the busy subcontracting community while keeping the selection processes fair and economically advantageous to the Owner.
 - 5. How you approach a project in an occupied building (particularly a library) including the moving and storage of existing FF&E as well as books.

TOTAL – 100 Points

INTERVIEW AND FEE PROPOSAL:

The top candidates will be invited to interview with the selection committee. The shortlisted candidates will be provided additional information including final scoring/ranking criteria for interviews. Candidates will be asked to prepare for an interactive work session/interview as well as to provide comments on proposed contract agreement, to be submitted at the time of the work session.

3.4 Evaluation Criteria:

The Owner's Representative and JCPL will screen the submittals. Ratings shall be based on the assessment of the adequacy of the firm's experience and ability to meet the requirements of the RFP, the schedule, proposed fees and JCPL's evaluation of the firm's ability to meet its needs.

4.0 Administration Information

- 1. The draft contract and insurance requirements are attached as Appendix A and Appendix B. If there are any exceptions to the contract language or the insurance requirements, please address this with the proposal submission and mark the appropriate box on the Declarations Page.
- 2. The Library intends to select one Contractor to provide the services requested in this RFP.
- 3. All bidders are expected to examine the scope of work, the site and all instructions. It is incumbent upon each bidder to carefully examine these requirements, terms and conditions including all attachments, exhibits, and documents incorporated by reference. Before submitting a proposal

- bidders are solely responsible to make all investigations and examinations necessary to ascertain conditions and requirements affecting the full performance of the contract and to verify any representation made by JCPL upon which it may rely. Failure to do so will be at bidder's risk. By submitting a proposal, each bidder represents
- 3.1 That it has read and understands this Request for Proposal;
 - 3.2 That its proposal is made in accordance with the requirements of this RFP;
 - 3.3 That it is familiar with the local conditions and requirements under which the proposed services must be performed.
4. Proposals must be signed by a person authorized to bind the Contractor to its provisions for the period identified herein. Prices identified herein shall be stated as "Not to exceed" amounts unless otherwise specified and shall be good for the full term of any Contract. Any proposed price adjustment for potential escalation should be either specifically identified as "included" or specifically identified, including the percent or amount of adjustment and the applicable contract year for such adjustment. **In no instance shall pricing be increased without an expressed written document signed by both parties.** If surcharges or increases of any type are to apply during the initial term of the contract, the amount and the basis of that surcharge or increase are to be specifically stated within the proposed bid.
 5. Proposals must be e-mailed **only** to jcplrfp@jeffcolibrary.org by the due date specified, with the subject line "Columbine Library – CM/GC Proposal". There will be no formal bid opening.
 6. A selection committee will review and evaluate all replies/proposals for content and may request clarification from or interviews with finalists. The recommendations of this committee will be forwarded to the Executive Director for approval and execution.
 7. JCPL reserves the right to check both references offered in the response and also any other references, regardless of the source. JCPL will be the sole judge of the completeness of all information requested and submitted by respondents.
 8. JCPL reserves the right to make all decisions regarding this procurement, including, without limitation, the right to decide whether a response does or does not substantially comply with RFP requirements or bidding procedures and requirements.
 9. JCPL reserves the right to reject any and/or all proposals, to further negotiate with the successful Contractor, to waive informalities and minor irregularities in proposals received, to accept any portion of the proposal if deemed to be in the best interest of JCPL to do so, to seek clarification through oral discussions, site visits or inquiries about the contractor's experience with similar projects, to request a Best and Final Offer, and to cancel this project at any time prior to the signing of a contract. This RFP does not represent a guarantee of any contract utilization.
 10. **Award of the contract related to this RFP is not based solely on low fee.** A contractor will be selected by the Evaluation Team based upon the contractor's experience and expertise with similar projects, the ability of the contractor to best fulfill library needs and to provide value added services, the ability to complete the project in a timely manner, the completeness of their submittal, and the ability of the contractor to meet the needs of JCPL. In addition to the scoring breakout previously detailed, this determination will be made solely by JCPL based on the point structure detailed previously.

The results and subsequent recommendations of that evaluation will be reported to the JCPL's Executive Director for contractor selection.

11. *If clarifications to Proposals are required, the Library may, at its option, request a Best and Final Offer from finalist contractors. Such request will indicate specific areas of Contractor's proposal that are in question and include specific response instructions. Library Committee will re-score any revised proposals submitted using the original criteria and scoring before making a final decision.*
12. The issuance of this RFP and the receipt and evaluations of proposals does not obligate JCPL to award a contract. JCPL will not be liable for costs incurred by the respondent in preparation, delivery, and/or presentation of their response. This procurement may be cancelled at any time by JCPL prior to execution of a contract without any liability to JCPL.
13. Contractor shall operate within all governing laws at all times.
14. **ALL INFORMATION SUBMITTED BY THE VENDOR IN RESPONSE TO THIS RFP IS CONSIDERED PUBLIC INFORMATION.** Any markings, statements or other indications delineated on the Contractor's response to this RFP to otherwise identify any information as anything but public information will be deemed as an erroneous marking and not adhered to in any instance.
15. The RFP and the Contractor's response to RFP and any negotiations reduced to writing will be made a part of the Contract Documents ("the Contract")
16. The Contractor will protect the Library from claims involving infringement of patent and/or copyright.
17. The Library reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Library in the event of breach or default by the Contractor.
18. This Request for Proposal is JCPL's good faith effort to detail its requirements for qualified contractors to provide proposals for Owners Representative/Construction Management Services. Responses should be prepared simply and contain a concise description of the proposer's ability to satisfy the requirements of this RFP.
19. Proposers may amend or withdraw a proposal any time prior to the time and date established for submission of proposals.

5.0 Owner Selection and Contracting Provisions

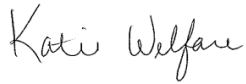
5.1 Right to Reject Any and All Proposals – Failure of the candidate to provide any information requested in the RFP may result in the disqualification of the submitted proposal. Owner reserves the right to select any or reject any and all submissions in its best interest. The Owner also reserves the right to pre-qualify any or all proposers or reject any or all proposers as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. Likewise, the Owner also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful candidate.

- 5.2 Verification of Information** - Candidates are hereby notified that the Owner will rely on the accuracy and completeness of all information provided in making its selection. As such, candidates are urged to carefully review all information provided to ensure clarity, accuracy and completeness of such information. As the Owner deems necessary and appropriate in its sole discretion, the Owner reserves the right to make any inquiries or other follow up required to verify the information provided. The Owner reserves the right to select any or reject any and all submissions in their best interest.
- 5.3 Disclosure of Information** - All submissions and other materials provided or produced pursuant to this RFP may be subject to the Colorado Open Records Law, CRS 24/72/201 ET. Seq. As such, candidates are urged to review these disclosure requirements and any other exceptions to disclosure of information furnished by another party and, prior to submission to Jefferson County Public Library, appropriately identify materials, which are not subject to disclosure. In the event of a request by the Owner for disclosure of such information, the Owner shall advise the candidate of such request to give the candidate an opportunity to object to the disclosure of designated confidential materials furnished to the Owner.
- 5.4 Discrimination in Employment** - In connection with the performance of work on this project, the selected Service Provider agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Service Provider further agrees to insert the foregoing provision in all subcontracts hereunder.
- 5.5 Applicable Laws** - This selection process and the performance of any selected shall be subject to, governed by and construed in accordance with applicable Federal Laws, the laws of the State of Colorado, and other applicable regulations as the same may be amended from time to time.
- 5.6 Cost of Developing Qualifications** - Any costs associated with developing qualifications, preparing for and attending an interview is the sole responsibility of the Service Provider. The Owner assumes no liability for any costs incurred throughout the entire selection process.
- 5.7 Proposal Ownership** - All qualifications, including attachments, supplementary materials, sketches, etc. shall become the property of the Owner and will not be returned to the candidate.
- 5.8 Addenda** - As the Owner may require, addenda may be issued to supplement this RFP. All candidates in receipt of the RFP are considered registered. The list of registered participants will be used to issue all communications regarding this RFP, including formal addenda and date changes. It shall be conclusively presumed that each candidate submitting a response has received all subsequent communications relating to the project. Candidates will be responsible for all such information issued by this method.
- 5.9 Assignment** – The successful Candidate is prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of Owner.
- 5.10 Insurance & Bond Requirements** - Specifically indicate on the Declarations Page acceptance of or any exception to insurance requirements provided in Appendix A and bond requirements as listed in contract section 25 (c).
- 5.11 General Contract Terms and Conditions** – Specifically indicate on the Declarations Page acceptance of or any exception to the draft contract provided in Appendix B. The successful firm will be required to enter into a written contract with the Owner in a form acceptable to the Owner as follows:

- i. Jefferson County Public Library provides the contract to be executed by the parties, which does include the County's insurance requirements.
- ii. The RFP and the vendor's response to the RFP and any negotiations reduced to writing shall be made a part of the contract documents.
- iii. All portions of/or contents and materials that make up the contract are considered public information and not confidential information. Copies may be released by JCPL to anyone at any time, after the RFP due date, at the sole discretion of the Library.

Thank you for your time and interest in this project.

Sincerely,



Katie Welfare
Project Manager, NV5

- End of Request for Proposal-

6.0 Declarations Page

All bidders are to attach the following signed declaration to their returned proposal:

The undersigned declares that they have carefully examined the RFP, the site, and all provided documentation for the bidding of Owners Representative Construction Management Services for Jefferson County Public Library. Signature below acknowledges understanding of and ability to comply with all items in the bid proposal. If there are any differences concerning the specifications, those differences will be resolved in favor of the Library.

Contractor Name:

Business Address:

Business Telephone:

Business Fax:

Business E-Mail:

Contact Person:

Date Bid Submitted:

Select One of the Following:

No Exceptions to Contract Language &/or Insurance & Bond Requirements:

Exceptions to Contract Language &/or Insurance & Bond Requirements Included with Proposal:

CONTRACTOR'S AUTHORIZED SIGNATURE

The undersigned, having carefully read and considered the terms and conditions of the Request for Proposal (RFP) for Owner's Representative Construction Management Services for Jefferson County Public Library does hereby offer to provide such items and perform services on behalf of the Library, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the RFP at the rates hereinafter set forth.

Authorized Signature of Contractor: _____

Printed Name: _____

Company Name: _____

Date: _____

APPENDIX A

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall forward certificates of insurance to the department specified in the award document.	
II	Certificate Holder must be Jefferson County, Colorado.	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and any excess liability policies.	Required
IV	Insurance - Minimum requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer's liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required
	Commercial General Liability - on an Occurrence Form The policy must not exclude or reduce coverage for mobile equipment, personal injury; blanket contractual; and death. Personal injury coverage must have the employee exclusion deleted. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County.	\$1M ea occurrence \$2M general aggregate
	Commercial automobile liability insurance - including hired and non-owned vehicles. (If autos are used in the performance of work under this agreement.) Combined single limit for bodily injury and property damage.	\$1M CSL per accident
	Professional Liability/Errors and Omissions limits.	\$1M ea occurrence \$2M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Risk Management.	Required
V	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Risk Management has approved a deviation.	Required

APPENDIX B

**CONTRACT FOR CONSTRUCTION MANAGEMENT /
GENERAL CONTRACTOR (CM/GC) SERVICES**
(Columbine Remodel)

THIS CONTRACT FOR CM/GC SERVICES (this “Contract”), dated for reference purposes only this _____, is by and between the **JEFFERSON COUNTY PUBLIC LIBRARY**, a body politic and corporate (the “Library”) and _____ (the “Contractor”).

RECITALS

- A. The Library distributed a Request for Proposal (“RFP”) dated _____, for general contractor services for remodeling the Columbine Library (the “Project”), as further detailed in the Contract Documents.
- B. The Contractor submitted the bid determined to be the most advantageous to the Library, considering price and other factors.
- C. The Contractor is capable and willing to perform the work in accordance with the terms and conditions of this Contract.
- D. The Library has a contract with NV5, Inc. (the “Project Manager”) to provide project management services for the Project.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, the sufficiency of which is hereby acknowledged, the Library and the Contractor agree as follows:

1. CONTRACT DOCUMENTS. The “Contract Documents” shall consist of the following:

- (a) This Contract;
- (b) The RFP attached hereto as Exhibit A;
- (c) The Contractor’s Proposal dated _____, attached hereto as Exhibit B;
- (d) Design and construction documents prepared with the Contractor during Phase I;
- (e) A Phase II Notice to Proceed, if issued in accordance with Paragraph 2(a), below; and
- (f) Insurance Requirements, attached hereto as Exhibit C.

The Contract Documents are incorporated by reference as though set forth in full herein, whether or not attached hereto, and shall form an integral part of this Contract. If there is any conflict between this Contract and the other Contract Documents, this Contract shall control.

2. DESCRIPTION OF THE WORK.

- (a) The Work. The Contractor shall furnish the labor, equipment, materials and supervision necessary for or incidental to the complete and timely performance of everything described or reasonably implied from the Contract Documents (the “Work”). The Contractor warrants that it is fully qualified to perform the Work and shall perform the Work in accordance with the professional standards of the industry and in strict accordance with the provisions of the Contract Documents. No adjustment or modification of the Contract Documents shall be allowed for any

misunderstanding of the Work or of the terms and provisions contained in the Contract Documents.

The Work shall consist of two phases. Phase I includes the Contractor's participation in the Library's development of design and construction documents for the Project under the supervision of the Project Manager, and the Contractor's preparation of a project schedule and price proposal for the Phase II construction Work. Phase II includes furnishing the labor, equipment, materials and supervision necessary to complete the construction of the Project.

At the conclusion of Phase I of the Project, Contractor shall submit a proposed firm, fixed price in line-item detail, a project schedule, and completion date for the Phase II Work, all acceptable to the Library Representative. The proposed Phase II Work, firm, fixed cost proposal, project schedule, and completion date will be presented to the Jefferson County Library Board of Trustees for approval. If approved, the Library will issue a notice to proceed for Phase II Work, containing the Phase II cost, schedule, and completion date for the Work. If approved, the Notice to Proceed for Phase II along with the Contractor's proposal for Phase II shall be deemed an amendment to this Contract and shall be incorporated herein as a Contract Document. If Contractor's proposal for Phase II is not approved, then this Contract shall terminate and the parties' rights shall be governed by the Paragraph titled Termination.

- (b) Access and Inspection. The Library and its representatives shall at all times have access to the Work. The Contractor shall provide proper facilities for access to and for inspection of the Work for the purpose of determining compliance with this Contract and quality of workmanship and material. The Library Representative may order that portions of the Work be uncovered, exposed or made available for observation, inspection or testing as more particularly set forth in the Paragraph titled Uncovering of Work. The Contractor shall provide all labor, tools, materials, equipment and supplies necessary to comply with the request of the Library Representative. If any portion of the Work is determined to be defective, the Contractor shall bear all costs involved to bring the Work into compliance with the Contract, including, without limitation, the cost to replace any materials, to re-perform or to reconstruct as more particularly set forth in the Paragraph titled Correction of Work.
- (c) Site Clean-Up. On a daily basis, the Contractor shall maintain the work site free from accumulation of waste materials or rubbish caused by performance of the Work. The Contractor shall remove all rubbish, tools, construction equipment, machinery, and surplus material from the work site. If the Contractor fails to maintain the work site in an appropriate condition, the Library may, after notice to the Contractor, perform any necessary clean-up and charge the clean-up costs to the Contractor.
- (d) On-Site Procedures. At the option of the Library, all on-site personnel utilized by the Contractor shall undergo background checks and will be issued Contractor badges. At the Library's discretion, personnel utilized by the Contractor shall be required to display badges at all times while working on-site. The Contractor shall be required to return to the Library project manager all badges issued to the Contractor, its employees and agents, within 10 days of the Completion Date (the "Return Date"). If the Contractor is unable to return all issued badges on or before the Return Date, then the Library will charge the Contractor fifty dollars (\$50.00) per missing badge which sum shall be deducted from any sum payable hereunder before final payment to the

Contractor. Contractor agrees to comply with all Contractor Work Schedule requirements set forth in the Statement of Work, if any.

- (e) Protection of Property. All existing finishes, structures, utilities, services, roads, trees, shrubbery, etc. located on Library property shall be protected against damage or interrupted services at all times by the Contractor during the term of the Work. Adequate floor and wall protection must be provided by the Contractor during performance of the Work. All Library property shall be protected against damage at all times by the Contractor during the term of the Work. The Contractor shall be responsible for repairing or replacing any and all property which is damaged by reason of the Contractor's operation on the property to the satisfaction of the Library.
- (f) Use of Premises. Portions of the site beyond areas on which the Work is indicated are not to be disturbed without prior approval of the Library Representative. The Contractor shall conform to site rules and regulations at all times during the performance of the Work. In prosecuting the Work, the Contractor shall take all reasonable measures to minimize the impact of the Work on the Library's operations. Work may be performed during the Library's regularly scheduled business hours (subject to the restrictions set forth in this Contract); however, the Contractor may work non-standard working hours with prior notification and approval of the Library.
- (g) Work By Owner and Coordination. The Library reserves the right to perform work related to this Project with its own forces, and to award separate contracts in connection with other portions of work on the site that are outside the scope of this Contract. The Library will provide for the coordination of the work of its own forces and of each separate contractor, as applicable, with the Work of the Contractor, who shall cooperate with the Library in coordinating all of the work. The Contractor shall indemnify and hold harmless the Library from claims by other contractors that the Contractor interfered with work performed by other contractors or caused damage to property or work of other contractors.
- (h) Utilities. The Contractor shall fully comply with the provisions of Article 1.5 of Title 9 of the Colorado Revised Statutes including, but not limited to, providing notices to the notification association. Further the Contractor shall coordinate with utilities and the Library as provided in the Contract Documents and as required by law. The Contractor shall be responsible for determining the exact location of utilities that may interfere with construction of the Work by exploratory excavation sufficiently in advance of beginning construction in an area so that potential conflicts may be resolved. The Contractor will consider in the Contract Price all of the utility appurtenances within the project; and the Contractor shall not make a claim for delay or additional compensation due to any relocation operations by the utility(ies).
- (i) Documents on Site. The Contractor shall maintain at the site for the Library one (1) record copy of all drawings, specifications, addenda, Change Orders and other modifications, in good order and marked currently to record all changes made during construction. The reference record drawings will be reviewed monthly by the Library for acceptability. If, in the judgment of the Library, the Contractor fails or refuses to keep these documents current, the Contractor shall not be entitled to progress payments until it makes the necessary changes to the documents to make them current.
- (j) Coordination with the Project Manager. The Library has a separate contract with the Project Manager to provide contract administration services necessary to ensure that the Work conforms

to the Contract Documents. Both the Contractor and the Project Manager shall be given direction by the Library, or the Library's designated and authorized representative(s) as more particularly described below. The relationship between the Contractor and Project Manager is intended to be cooperative and proactive, with both participating on the same team with the Library. The Contractor covenants with the Library to utilize the Contractor's best skills, efforts, and judgment and to fully cooperate with the Project Manager in furthering the interest of the Library regarding the Project. Further, the Contractor covenants to furnish comprehensive and efficient business administration, construction management and superintendence and to use its best efforts to complete the Work in the best, most expeditious and most economical manner consistent with the interests of the Library.

The Contract Documents shall not be deemed to create any contractual relationship between the Project Manager and the Contractor or any separate contractors, subcontractors of any tier or suppliers on the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the Library, the Project Manager, or the Contractor which does not otherwise exist without regard to the Contract Documents.

- (k) Noise Abatement. At all times through performance this contract, the Contractor shall be familiar with and comply with all local noise ordinances in the performance of the Work. The Contractor shall not conduct the Work in excess of the permissible decibel levels provided by local noise ordinances. The Contractor shall provide the Library Representative with prior notice of any Work that may result in such excessive noise levels. The Library shall consider surrounding neighbors and Library customers in determining permissible time and conduct of any Work that may be in excess of local noise ordinances.

- 3. **AUTHORIZED REPRESENTATIVES**. The Library designates _____ as the "Library Representative." The Contractor designates _____ as the "Contractor Representative." The Contractor Representative shall have the authority to bind the Contractor with respect to the Work and shall be present at the work site as necessary to assure the Contractor's satisfactory performance. The Contractor Representative shall also be responsible for advising the Library Representative of the status of the Work and agrees to take direction only from the Library Representative or his designee and to comply promptly and fully with the reasonable requests and directives issued by the Library Representative or his designee from time to time. The Library may change its representative at any time by notice to the Contractor. The Contractor shall not replace the Contractor Representative unless: (a) The Library requests a replacement; or (b) The Contractor terminates the employment of the Contractor Representative and provides a satisfactory substitute. The Library must approve a substitute Contractor Representative, and, if no substitute is acceptable, the Library may terminate this Contract.

Failure of the Project Manager or the Library's on-site representative to call to the attention of the Contractor any defective Work or deviations from the Contract Documents shall not constitute acceptance of such Work by the Library or relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract Documents.

- 4. **SECURITY AND ON-SITE PROCEDURES**. At the option of the Library, all on-site personnel utilized by the Contractor shall undergo background checks and will be issued Contractor badges. Personnel utilized by the Contractor shall be required to display badges at all times while working on-

site. The Contractor shall be required to return to the Library Representative all badges issued to the Contractor, its employees and agents, within 10 days of the Completion Date (the "Return Date"). If the Contractor is unable to return all issued badges on or before the Return Date, then the Library will charge the Contractor fifty dollars (\$50.00) per missing badge which sum shall be deducted from any sum payable hereunder before final payment to the Contractor.

5. **APPROVAL AND ACCEPTANCE OF SERVICES.** The Library Representative shall be the sole judge of the acceptability of the Work by the Contractor and the sufficiency of any supporting data submitted by the Contractor. If, at the sole discretion of the Library, conferences with the Contractor are necessary or desirable to explain or correct Work, the Contractor shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.
6. **REVIEW AND INTERPRETATION.** The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Manager and the Library any error, inconsistency, or omission that may be discovered and shall obtain specific written instructions from the Project Manager and the Library before proceeding with the Work. The Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved drawings, specifications, instructions, shop drawings, product data, or samples for such portion of the Work.

If the Contractor or any of its subcontractors of any tier observes that any of the Contract Documents are at variance with applicable laws, statutes, building codes, ordinances, rules, or regulations, in any respect, the Contractor shall promptly notify the Project Manager and the Library in writing, and any necessary changes shall be accomplished by appropriate Change Order (as defined in the Paragraph titled Changes In The Work) or other means of resolution.

If the Contractor or any of its subcontractors of any tier perform any Work with knowledge or reason to know that it is contrary to such laws, statute, building codes, ordinances, rules, or regulations, and does not notify the Project Manager and the Library as required in this Section, the Contractor shall assume full responsibility for such Work and shall bear all costs attributable to such Work.

If labor, materials or equipment, although not described by the drawings or specifications, is required to successfully complete the Work and can reasonably be inferred by competent contractors by virtue of common knowledge or customary practice in the construction industry from the Contract Documents as being necessary to produce the intended result, the Contractor shall perform that Work or provide the materials or equipment as if they were specified at no additional cost.

The Contractor, before commencing Work, shall verify all governing dimensions, and shall examine all adjoining Work on which its Work is in any way dependent. No disclaimer of responsibility for defective or non-conforming adjoining Work will be considered unless written notice of the same has been filed by the Contractor and agreed to in writing by the Project Manager and the Library Representative before the Contractor begins any part of the affected Work.

7. **PRICE AND PAYMENT.** The "Contract Price" and payment terms for each Phase shall be as follows:
 - (a) Phase I Work. The Library shall pay the Contractor the not-to-exceed price of

_____, for Phase I Work (the “Phase I Contract Price”),, in accordance with the Contractor’s Bid Sheet, and in accordance with the following schedule:

- (i) The Contractor shall submit monthly invoices upon acceptance of the deliverables identified in the Contractor’s Proposal. Invoices shall be prepared without cost to the Library and shall be accompanied by appropriate documentation of Work rendered. Payment by the Library shall be made after review and approval of the invoices.
 - (ii) Phase I payment shall not be made until Phase I Acceptance. PPhase I Acceptance is defined as that date on which all Phase I requirements have been successfully completed to the satisfaction of the Library in accordance with the Contract Documents. Phase I payment shall not be paid until the Library has approved the payment.
 - (iii) The Phase I Contract Price not be increased regardless of the time expended or expenses incurred by the Contractor unless the scope of the Work for Phase I is changed by the Library Representative. Except as expressly provided in the Contract Documents, the Contractor shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs.
 - (iv) Incorrect payments to Contractor due to omission, error, fraud, or defalcation may be recovered from the Contractor by deduction for subsequent payments due to the Contractor under this Contract or other contracts between Library and Contractor.
- (b) Phase II Work. The Library shall pay the Contractor the firm, fixed price identified in the notice to proceed for Phase II Work (the “Phase II Contract Price”), and in accordance with the following schedule:
- (i) If the Contractor is satisfactorily performing the Contract, and provided the required schedule updates have also been submitted and approved, the Library shall make partial payments at the end of each calendar month or as soon thereafter as practicable of ninety-five percent (95%) of the Contract Price for Phase II based on the calculated value of the Work completed (the “Partial Payments”) and shall retain five percent (5%) of the amount due to the Contractor (the “Retained Amount”) until the Work is complete. If applicable, the Contractor shall make payments to its subcontractors in accordance with C.R.S. § 24-91-103.
 - (ii) The Library shall retain the Retained Amount until Final Acceptance (as defined below). If the Contractor has completed the Work in a manner finally acceptable to the Library, the Library may authorize final payment from the Retained Amount upon written request by invoice of the Contractor (the “Final Payment”). Before the Final Payment is made, the Library and the Contractor, as applicable, shall comply with Paragraph Final Inspection And Payment of this Contract.
 - (iii) The Phase II Contract Price shall not be increased regardless of the time expended or expenses incurred by the Contractor unless the scope of the Work for Phase II is changed by the Library Representative. Except as expressly provided in the Contract Documents, the Contractor shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs.

- (iv) The Contractor shall submit invoices prepared on a percent-complete basis to the Library every month. Invoices shall be prepared without cost to the Library and shall be accompanied by appropriate documentation of the schedule of values. Payment by the Library shall be made after review and approval of each invoice by the Library Representative and within thirty (30) calendar days of Library's approval of such invoice. The Library shall not be required to pay disputed items until the dispute is resolved. Payment of any invoice shall not act as a waiver of the Library's right to recover in full any over-payment revealed by any subsequent audit or inspection. The Contractor shall not be entitled to reimbursement or payment for any travel, meals, education, entertainment or administrative (copies, telephone, supplies, etc.) costs or similar or related costs.

8. TERM, PERIOD OF PERFORMANCE. The term of the Contract shall commence on execution of the Contract by both parties and shall continue to and including the date of Final Acceptance of Phase II Work unless earlier terminated pursuant to the termination provisions set forth herein or in the paragraph titled Non-Appropriation. The Work shall begin upon receipt of a notice to proceed ("Start Date") from the Library Representative, which notice to proceed shall contain a Completion Date for the services described therein (together, the "Contract Time").

9. CONTRACTOR'S PROJECT SCHEDULE.

- (a) Prior to commencing the Work, the Contractor shall provide to the Library Representative for approval, a bar chart schedule in MS Project or Primavera format (the "Project Schedule") covering the duration of the Work, beginning with the receipt of the notice to proceed for the Work, and concluding with Substantial Completion of the Work. The following guidelines must be met:
 - (i) The bar chart shall contain a sufficient number of activities to allow effective monitoring of the progress of the Work.
 - (ii) Each activity shall contain only the work of a single trade or subcontractor.
 - (iii) Each activity shall be less than ten (10) working days in duration. Procurement and material delivery and shop drawing approvals may exceed ten (10) working days in duration. Activities exceeding ten (10) working days in duration shall be separated into two or more individual activities of less than eleven (11) working days by area, type of work, etc., to allow for effective monitoring of the Work.
 - (iv) Each activity shall be cost loaded. The sum of all cost loaded activities shall be equal to the Contract Price for each Phase. Any costs associated with drawings or submittals shall be included in the cost loading of the Work. The cost loaded activity numbers provided in the Project Schedule shall also be used as the schedule of values for determining progress payments hereunder.
 - (v) The Project Schedule shall include a schedule of Work by others, including but not limited to, any commissioning agent Work or Work by Library personnel, as applicable.
 - (vi) "Substantial Completion" of the Work or designated portion thereof shall mean the date certified by the Library when construction is sufficiently complete, in accordance with the

Contract Documents, so the Library can occupy or utilize the Work or designated portion thereof for the use for which it is intended.

- (b) Schedule updating shall be done on a monthly basis. The revision shall indicate actual progress to date, changes resulting from change orders, and planned changes as necessary to complete the Work in accordance with the Contract Documents.
- (c) All costs associated with the development and maintenance of the Schedule shall be borne by the Contractor.
- (d) The Contractor shall submit a preliminary bar chart schedule within five (5) working days of the notice to proceed. The Library shall review the preliminary bar chart and return comments to the Contractor within five (5) working days. The Contractor shall have five (5) working days to revise the schedule and return it to the Library for review. The five (5) working days revise and review cycles shall continue until the Library receives an acceptable schedule. An approved schedule shall be required prior to submission of the first progress payment.
- (e) The Library's review of the Project Schedule is for compliance with this Section and other contractual requirements. Acceptance by the Library of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the Project Schedule, or of the Contractor's ability to meet the Contract Time, nor does such acceptance expressly or impliedly warrant, acknowledge or admit the reasonableness of the activities, duration, or cost loading of the Contractor's Project Schedule.
- (f) The Project Schedule shall be reviewed by the Library on a monthly basis throughout the Contract Time and until Substantial Completion. The Contractor shall meet with the Library each month at a Schedule Update meeting to review actual progress made through the date of the Schedule Update, including dates activities started and/or completed, and the percentage of Work completed on each activity started and/or completed. The Schedule Update shall be held on a date each month which is mutually agreeable to the Library and the Contractor. The information provided by the Contractor shall be the source of information for the monthly updates performed by the Contractor.
- (g) If, in the judgment of the Library, the Contractor fails or refuses to provide a Project Schedule Update or revision as specified herein, the Contractor shall be deemed to have not provided the required estimates upon which progress updates or revisions may be made, and shall not be entitled to progress payments until it has furnished the information necessary for a complete Schedule Update to the satisfaction of the Library.
- (h) Project Schedule Revision.
 - i) Updating the Project Schedule to reflect actual progress made up to the date of a Schedule Update shall not be considered revisions to the Project Schedule.
 - ii) If, as a result of the monthly Schedule Update, it appears the Project Schedule no longer represents the actual prosecution and progress of the Work, the Library will request, and the Contractor shall submit, a revision to the Project Schedule.
 - iii) The Contractor may also request reasonable revisions to the Project Schedule in the event the Contractor's planning for the Work is revised.

- (i) The Project Schedule may be used as a tool in analyzing any requests for the extension of the Contract Time due to changes in the Work. Additional time will be added to the Contract Time only if the activities involved will affect the project's Contract Time because of the criticality of the activities changed or altered.
- (j) On a weekly basis, the Contractor shall provide to the Library a two week look ahead schedule (in a form approved by the Library) to detail upcoming Work.

10. UNUSUALLY SEVERE WEATHER CONDITIONS.

- (a) It is expressly understood and agreed, by and between the Contractor and the Library, that the Contract Time for the completion of the Work is a reasonable time, taking into consideration the climatic and economic conditions and other factors prevailing in the locality of the Work. The Contract Time anticipates "Normal" weather and climate conditions in and around the vicinity of the project site during the times of year that the construction will be carried out. Extensions of time based upon weather conditions shall be granted only if the Contractor demonstrates clearly that such conditions were "unusually severe," would not have been reasonably anticipated, and that such conditions adversely affected the Contractor's Work and thus required additional time to complete the Work.
- (b) The following specifies the procedure for the determination of time extensions for unusually severe weather. The listing below defines the anticipated number of calendar days lost to adverse weather for each month and is based upon National Oceanic and Atmospheric Administration (NOAA) or similar data for the geographic location of the project.

ANTICIPATED CALENDAR DAYS LOST TO ADVERSE WEATHER CONDITIONS:												
JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
7	5	4	3	3	2	2	2	2	3	3	7	43 days

- (c) The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgement of the notice to proceed and continuing throughout the Contract on a monthly basis, actual adverse weather days and the impact of adverse weather days that delay the Work will be recorded on a day-to-day basis. It is assumed that the Work will be carried out Mondays through Fridays (holidays excepted); however, non-standard work hours will be required as specified in the Statement of Work and as shown on the Project Schedule. The number of calendar days of delayed Work due to adverse weather or the impact thereof will then be compared to the monthly adverse weather schedule above.
- (d) An actual adverse weather day must prevent Work for 50 percent or more of the Contractor's workday, delay Work critical to the timely completion of the Project, and be documented by the Contractor. The Contractor shall notify the Library Representative in writing if Work cannot proceed on a given date, within two calendar days of that date. The Library will use the above written notification in determining the number of calendar days for which Work was delayed during each month.

- (e) At the end of each month if the number of calendar days for which Work was delayed due to adverse weather exceeds that shown in the above schedule a Change Order will be executed which increases the Contract Time.
- (f) The Contractor's Project Schedule must reflect the above-anticipated adverse weather delays on all weather-dependent activities. While extension of time shall be granted for "unusually severe" weather or climate conditions, or the impact thereof, the Library shall make no monetary compensation for any costs to the Contractor arising out of such delays. The Contractor shall comply with the portions of the Contract Documents relating to its Project Schedule and amendments thereto which result from the "unusually severe" weather condition.

11. FINAL INSPECTION AND PAYMENT.

- (a) Final Inspection. The Contractor shall notify the Library when the Work is complete and ready for final inspection by means of a letter of completion (the "Letter of Completion"). Within ten (10) calendar days of the Library's receipt of the Letter of Completion, the Library Representative shall make a final inspection to determine whether the Work has been completed in accordance with this Contract and shall submit a written list of any defects to the Contractor (the "Punch List"). The Contractor shall promptly correct all Punch List items without additional cost to the Library within ten (10) calendar days after receipt of the Punch List. If any defects cannot be corrected within ten (10) working days, the Contractor shall correct such defects promptly and with due diligence. The Contractor shall also deliver to the Library, all statements to support state sales and use tax refunds and any as-built drawings. The Contractor shall provide the Library with a letter of approval for contract closure from any surety furnishing bonds for the Work provided on AIA Form G707 (Consent of Surety Letter) or equivalent form. The Consent of Surety Letter must state that the performance bonds will remain in effect through the expiration of the Guarantee Period as defined in subparagraph (d) of the Paragraph titled Indemnification, Insurance, Bonds And Guarantees.
- (b) Final Payment. Upon satisfactory completion of the Work, including all Punch List items, the Library Representative will provide the Contractor with a written acceptance of the Work (the "Final Acceptance"). Final Payment, including the retained portion of any progress payments, shall not be made until the Library Representative has approved the payment and a notice of contractor's settlement has been published in accordance with C.R.S. § 38-26-107. The Library shall condition publication and final settlement upon receipt of any duly executed Consent of Surety Letter(s). Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), Final Payment shall be made in full.

12. TIME EXTENSIONS AND COMPENSATION FOR DELAY.

- (a) Remedy. If the Contractor is delayed or disrupted in the performance of the Work, the Contractor's exclusive remedy with respect to such delay or disruption shall be as stated in this Paragraph.

- (b) Time Extensions. Evaluation of all time extension requests shall be based upon the project schedule submitted to the Library by the Contractor prior to commencement of Work for approval (if any).
- (c) Definitions. The following words shall have the meaning set forth below:
- (i) “Contractor Delay” is defined as delay on a particular date resulting from acts or omissions within the control of the Contractor or its subcontractors, agents or suppliers, including any delay within their joint control.
 - (ii) “No-Fault Delay” is defined as delay on a particular date resulting from events beyond the reasonable control of and without the fault or negligence of either the Contractor or the Library or their agents, employees, contractors, subcontractors, sub-subcontractors or suppliers.
 - (iii) “Owner Delay” is defined as delay on a particular date resulting from acts or omissions within the control of the Library, its agents, employees or contractors, including the Library’s Representative.
 - (iv) “Concurrent Delay” is defined as the occurrence on a particular date of one or more instances of Owner Delay and Contractor Delay, Owner Delay and No-Fault Delay or Contractor Delay and No-Fault Delay.
- (d) Completion Date Adjustment. An adjustment in the Completion Date for delay on a particular date shall be made under this subparagraph if any delay on such date is classified as either Owner, No-Fault or Concurrent Delay. The adjustment in the Completion Date shall only be in proportion to the amount of the delay, which is attributable to Owner, or No-Fault Delay. No adjustment in the Completion Date shall be allowed for the portion of the delay that is attributable to Contractor Delay, including but not limited to, that portion of a Concurrent Delay which includes Contractor Delay.
- (e) Price Adjustment. An adjustment in Contract Price for delay on a particular date shall be made under this subparagraph only if such delay is classified as either Owner Delay or Concurrent Delay when such Concurrent Delay includes Owner Delay. The adjustment in Contract Price shall only be in proportion to the portion of the delay costs, which is directly attributable to Owner Delay. No adjustment in Contract Price shall be made for the portion of the delay costs, which is attributable to Contractor Delay, or No-Fault Delay, or that portion of a Concurrent Delay which includes Contractor Delay or No-Fault Delay or both.
- (f) Mitigation. An adjustment Contract Price shall be made under this subparagraph only to the extent to which the Contractor can demonstrate that its time-related costs to complete the Work will be increased. The Contractor expressly acknowledges its obligation to minimize the cost impact of compensable delays. The Contractor shall, to the best of its ability, re-assign labor and equipment, commence unaffected portions of the Work, and otherwise minimize delay costs. In no event shall the Library be liable for payment of delay costs, which could have been avoided or mitigated by any means reasonably available to the Contractor or for consequential damages.
- (g) Notification of Delay and Recovery. The Contractor shall notify the Library as soon as practicable regarding the nature and starting date of a delay, and the activities affected, but in no

case later than seven (7) calendar days after the event giving rise to the delay. In the case of a continuing delay, only one notification shall be necessary. Any claim for an extension of time for delay shall be made in writing to the Library not more than ten (10) calendar days after the end of the delay; otherwise, such claim shall be waived. Recovery of delay costs shall be waived unless a request for a change order for delay costs is submitted within ten (10) calendar days after the end of the delay period. The Contractor must also provide a cost and time impact analysis with any request for a change order for delay costs. The cost impact analysis shall contain all direct and indirect labor costs, all material and equipment expenses, any and all documented impact costs related to, and/or occasioned by the Work described therein, as well as all taxes (if applicable under the provisions of this Contract), insurance and profit. Documentation supporting this cost impact analysis must be submitted at the time of the request for change order for delay costs.

13. LIBRARY'S RIGHT TO STOP THE WORK.

- (a) If the Contractor fails to correct defective Work or fails to carry out the Work in accordance with the Contract Documents, the Library, by a written order, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated. This right of the Library to stop the Work, however, shall not give rise to any duty on the part of the Library to exercise this right for the benefit of the Contractor or any other person or entity.
- (b) The Library may order the Contractor in writing to suspend all or any part of the Work for such period of time as the Library may determine to be appropriate for the Library's convenience.
- (c) Upon receipt of any such suspension order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the Work covered by the order during the period of Work suspension.
- (d) If the Library pursuant to subparagraph (b) suspends the performance of all or any part of the Work, the Contractor may make application for an adjustment in Contract Time and/or Price pursuant to the Paragraph titled Time Extensions and Compensation for Delay. No such adjustment shall be made if the Library, pursuant to subparagraph (a), suspends the performance of all or any part of the Work.

14. LIBRARY'S RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven (7) days after receipt of written notice from the Library to commence and continue correction of such default or neglect with diligence and promptness, the Library may, without prejudice to any other remedy it may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due Contractor the cost of correcting such deficiencies, including compensation for additional third party services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Library.

15. UNCOVERING OF WORK.

- (a) If any portion of the Work should be covered contrary to the request of the Library or contrary to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Library be uncovered for its observation and shall be replaced at the Contractor's expense.
- (b) If any other portion of the Work has been covered, the Library may request to see such Work and the Contractor shall uncover it. If such Work is found in accordance with the Contract Documents, the cost of uncovering and replacement shall be charged to the Library by appropriate Change Order. If such Work is found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it is found that the Library caused this condition, in which event the Library shall be responsible for the payment of such costs.

16. CORRECTION OF WORK.

- (a) The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, plans, reports, drawings, and other services rendered by the Contractor; and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies which may occur.
- (b) The Contractor shall promptly correct all Work rejected by the Library as defective or as failing to conform to the Contract Documents observed before Final Acceptance and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the Library's additional services made necessary thereby. This obligation shall survive termination of the Contract. The Library shall give such notice promptly after discovery of the condition.
- (c) The Contractor shall remove from the site all portions of the Work which are defective or non-conforming and which have not been corrected, unless the Library waives removal.
- (d) If the Contractor fails to correct defective or non-conforming Work, the Library may correct it in accordance with the Paragraph titled Library's Right to Carry Out the Work.
- (e) If the Contractor does not proceed with the correction of such defective or non-conforming Work within a reasonable time fixed by written notice from the Library, the Library may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten days thereafter, the Library, upon ten additional days' written notice, may sell such Work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Library's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Change Order shall be issued. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Library.
- (f) The Contractor shall bear the cost of making good all Work of the Library or separate contractors destroyed or damaged by such correction or removal, unless in the Library's sole

discretion, the Library agrees to a percentage deduction of the total contract payment, in lieu of said correction or removal of Work.

- 17. DEFAULT AND DAMAGES.** If the Contractor fails to comply with any provision of the Contract Documents, the Contractor shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies and services and all other costs and expenses incurred by the Library because of such failure. If the Contractor fails or refuses to perform the Work on schedule, or to complete the Work in a timely and satisfactory manner, the Library may terminate this Contract and the Contractor's right to proceed hereunder. If the Library terminates this Contract under this paragraph, the Contractor may, at the option of the Library, be required to cease any or all Work provided for under this Contract and shall be liable for any additional cost to the Library for services acceptable to the Library from another contractor as well as any actual damages associated with such failure to perform. The cost to complete the Work or any portion thereof which remains unperformed at the time of such termination, together with any other damages, shall be deducted from any sum payable hereunder before final payment to the Contractor.
- 18. LIQUIDATED DAMAGES.** Time is of the essence in completing the Work. In the event of delay in the completion of the Work as specified beyond the Phase I Completion Date, the Contractor shall be liable for any and all actual damages incurred by the Library because of such delay. In the event of delay in the completion of the Work as specified beyond the Phase II Completion Date, it would be difficult to determine the exact amount of the loss or damages suffered by the Library due to delays in completion of the Work. However, the Library has attempted to forecast a reasonable daily amount as compensation for the damages incurred due to late completion caused by the Contractor, based upon considerations which include, but are not limited to, departmental and public inconvenience and additional contract administration costs. Therefore, for each and every day of delay past the Phase II Completion Date (including and, as adjusted by, time extensions) of this Contract, the Contractor will be liable to the Library, as liquidated damages (and not as a penalty), in the amount of \$750 for each and every calendar day the Contractor is at fault for the delay. The Library reserves the right to deduct said liquidated damages from any amount due the Contractor under this Contract or, at its option, to collect such liquidated damages directly from the Contractor or its surety.
- 19. CHANGES IN THE WORK.** The Library Representative, by written instructions issued to the Contractor, may extend the Start Date or the Completion Date or make such changes in the Work as may be necessary to accomplish the purposes intended to be provided under this Contract. The Library Representative shall also have such further authority, if any, as may be specifically granted or authorized by the Jefferson County Library Board of Trustees to initiate or process change orders affecting the Contract Price or quantity of services to be performed. All other changes to this Contract must be made by contract amendments. The Contractor shall not commence any changed or increased Work prior to receipt of a duly executed change order or contract amendment unless directed by the Library as provided herein. Except as provided below, the Library shall have no duty or obligation whatsoever to compensate or to reimburse the Contractor for any additional Work not specifically authorized as provided herein. In the event (i) the Library requires additional compensable Work to be performed by the Contractor prior to the execution or other finalization of a change order or contract amendment, and (ii) the Contractor

has submitted to the Library an estimate of the cost for the additional compensable Work, then the Library shall reimburse the Contractor for the costs associated with such additional Work on a periodic basis in accordance with the terms of this Contract.

- 20. AMENDMENT.** This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided, this Contract may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Contractor invoice, Contractor time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against the Library notwithstanding any signatures on such form by a Library employee. The Contractor's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any Library employee's signature on Contractor's forms shall be effective only to establish receipt of services.
- 21. TERMINATION.** The Library reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Contractor. In the event of termination, the Contractor shall incur no additional expenses and shall perform no further Work for the Library under this Contract after the date of receipt of the notice of termination, unless otherwise specified by the Library. The Library shall pay the Contractor for all Work satisfactorily performed prior to receipt of the notice of termination and for other services required by the Library to be completed prior to termination and satisfactorily performed. In the event that the Library terminates this Contract for cause, the provisions of the Paragraph titled Default and Damages shall apply.
- 22. CONFIDENTIALITY.** During the course of Contractor's performance of the Work, the Contractor may have access to certain confidential and proprietary information owned by the Library that may be disclosed to the Contractor and the Contractor's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to the Contractor or the Contractor's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the Library unless required under the Colorado Public Records Act or other law.
- 23. APPROVAL OF SUBCONTRACTORS AND CONSULTANTS.** The Contractor shall not employ any subcontractors or consultants without the prior written approval of the Library Representative. Prior to commencing any Work, each subcontractor or consultant shall provide the appropriate insurance as required for the Contractor under this Contract. The Contractor shall be responsible for coordination of the Work and the acts and omissions of its agents, employees, subcontractors, consultants and suppliers, and shall bind each to the terms of this Contract so far as applicable. This Contract is voidable by the Library if subcontracted by the Contractor without the express written consent of the Library.
- 24. INDEPENDENT CONTRACTOR STATUS, PAYMENT OF TAXES, AND UNEMPLOYMENT INSURANCE.** The Contractor is an independent contractor and is not an agent, servant or employee of the Library. The Contractor and its employees are not entitled to workers' compensation benefits through the Library. The Contractor is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Contractor and its employees are not entitled to

unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or an entity other than the Library. The Contractor hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.

25. INDEMNIFICATION, INSURANCE, BONDS AND GUARANTEES.

- (a) Indemnification. The Contractor agrees to and does indemnify, defend, and hold the Library and its agents and employees harmless from and against any and all claims, damages, losses, injuries, costs and expenses, including attorney's fees, relating to or arising out of any act or omission of the Contractor and its employees, agents, subcontractors or consultants relating to the Work.
- (b) Insurance. The Contractor and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this subparagraph shall be written for not less than the amounts set forth in Exhibit C, attached hereto. The Contractor shall provide certificates evidencing such coverage to the Library Representative prior to commencing the Work and during the term of this Contract shall provide the Library written evidence of continuing insurance coverage within three (3) business days of a request from the Library. The Contractor shall provide the Library no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the Library, the Contractor shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the County Attorney's Office, which will require the insurance company to provide the Library with notice of cancellation of the policy. The Contractor shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.
- (c) Performance and Payment Bonds. If the Contract Price exceeds the sum of Fifty Thousand Dollars (\$50,000), prior to commencing the Work, the Contractor shall furnish, at the Contractor's expense, a separate performance bond and a labor and materials bond, for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, the Contractor shall furnish bonds from an alternate surety acceptable to the Library. The bonds shall remain in effect until completion of all warranty and guaranty work, and shall be delivered to the Library prior to the commencement of the Work. The Contractor shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment.
- (d) Warranty. The Contractor warrants that it will perform the Work in a timely, accurate and complete manner in accordance the provisions of the Contract Documents. The Contractor warrants that the materials and/or workmanship will conform to the Contract Documents and that the materials used will be of good quality and new and that the Work shall be free from defects.

If, within one year after the date of Final Acceptance (the “Warranty Period”), any Work is found to be defective, the Contractor, without cost to the Library, shall promptly correct the defective Work; or if the Work has been rejected, then the Contractor shall remove the rejected Work and replace the same with non-defective Work. If the Contractor fails to proceed promptly in accordance with these guarantees, the Library may have the Work performed at the expense of the Contractor. The above guarantee does not limit any claims that the Library may otherwise have against the Contractor. The Contractor shall also assign to the Library any longer term guarantee of materials used by the Contractor as may be provided by the manufacturer.

At least 60 calendar days prior to the expiration of the Warranty Period, the Library Representative shall have the option to make an inspection to determine whether the Work has been completed in accordance with this Contract and may submit a written list of any defects to the Contractor (the “Warranty Work”). In the event the Library chooses this option, the Contractor shall promptly correct all Warranty Work without additional cost to the Library within the Warranty Period. If any Warranty Work cannot be corrected within the Warranty Period, the Contractor shall submit a letter to the Library Representative for approval requesting an extension of time to complete such item (the “Request for Extension of Warranty Work”). The Request for Extension of Warranty Work must be received by the Library Representative within seven calendar days of the Contractor’s receipt of the Warranty Work and shall include the Contractor’s justification for the request and a schedule for completion of the Warranty.

- (e) **Bonds and Certificates of Insurance.** All bonds, certificates of insurance and guarantees required by this Contract shall be submitted by the Contractor prior to commencement of the Work to:

Manager of Project Planning & Contracts
Jefferson County Public Library
10200 W 20th Ave.
Lakewood CO 80215
contracts.jcpl@jeffcolibrary.org

Within a reasonable time after submittal, the Library shall either approve the certificates of insurance or notify the Contractor of any unacceptable conditions stating the specific reasons therefor. The Contractor shall promptly re-submit an acceptable certificate of insurance, which the Library shall review within a reasonable time. The Library shall not issue a notice to proceed until all required certificates of insurance and bonds have been accepted by the Library.

26. ILLEGAL ALIENS/AUTHORIZATION TO WORK. If the Contractor has any employees or subcontractors, the Contractor shall comply with C.R.S. § 8-17.5-101, et seq., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, the Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform Work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform Work under this Contract.

- (a) The Contractor shall not:

- (1) knowingly employ or contract with an illegal alien to perform Work under this Contract;

or

- (2) enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform Work under this Contract.
- (b) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
- (c) The Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- (d) If the Contractor obtains actual knowledge that a subcontractor performing Work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
 - (1) notify the subcontractor and the Library within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - (2) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- (e) The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).
- (f) If the Contractor violates this provision of this Contract, the Library may terminate the Contract for a breach of contract. If the Contractor is so terminated, the Contractor shall be liable for actual and consequential damages to the Library as required by law.
- (g) The Library will notify the Office of the Secretary of State if the Contractor violates this provision of this Contract and the Library terminates the Contract for such breach.

27. APPROPRIATION.

- (a) Appropriation of Funds. For the express purpose of complying with the Library's financial obligations hereunder, the Library will appropriate funds equal to or in excess of the Contract Price. The Library will not issue a change order or other order resulting in compensable Work by the Contractor that causes the aggregate amount payable under this Contract to exceed the amount appropriated, unless an appropriation has been made to cover the costs of the additional Work. The Contractor will be provided written verification of such appropriation upon a request sent to the Library Representative.
- (b) Subsequent Fiscal Years. The payment of Library obligations in fiscal years subsequent to the current year are contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. The Library's fiscal year is currently the calendar year.

28. WARRANTIES. The Contractor represents and warrants that:

- (a) It is fully qualified to perform the Work and will perform the Work in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that

this warranty shall not abrogate any independent duty of care owed by the Contractor to the Library;

- (b) Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;
- (c) If it is an entity, it is duly organized, validly existing and in good standing under the laws of the State of Colorado;
- (d) The execution, delivery and performance of this Contract by the Contractor does not and will not:
 - (1) require the consent of any undisclosed person or entity,
 - (2) violate any legal requirement or
 - (3) conflict with, or constitute a breach or violation of (a) its entity’s organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Contractor is bound or affected.

29. NOTICES.

- (a) “Key Notices” under this Contract are notices regarding any Contract default, contractual dispute, or termination of the Contract. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. All other communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the following addresses:

<p><u>The Library:</u> Jefferson County Public Library Attn: Manager of Project Planning & Contracts 10200 W. 20th Ave. Lakewood, CO 80215 Tel: 303-235-5275 E-mail: contracts.JCPL@jeffcolibrary.org</p>	<p><u>The Contractor:</u> _____ _____ _____ Tele: _____ Email: _____</p>
<p><u>with a copy to:</u> Jefferson County Attorney 100 Jefferson County Pkwy. Golden, Colorado 80419-5500 Tele: 303-271-8900 E-Mail: CAOContracts@jeffco.us</p>	

All Key Notices to the Library shall include a reference to the Contract including the Contractor's name and the date of the Contract.

- (b) Electronic Transmissions. The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

30. MISCELLANEOUS PROVISIONS.

- (a) Governing Law and Venue. This Contract shall be governed by the laws of the State of Colorado, excluding conflicts of laws provisions, and venue for any and all actions shall be in the County of Jefferson, State of Colorado.
- (b) Assignability. This Contract is voidable by the Library if assigned by the Contractor without the prior written consent of the Library.
- (c) Survival Clause. Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract which may require continued performance or compliance beyond the termination date of this Contract shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Contract.
- (d) Construction Defect Action Reform Act. The Library and the Contractor agree that this Contract, the Work performed hereunder and the rights and remedies of each party shall be governed by the terms of this Contract, and shall not be subject to the Construction Defect Action Reform Act, C.R.S. §§ 13-20-801 et seq.
- (e) Compliance with Laws. The Contractor shall observe and comply with all Federal, State and local laws, regulations and ordinances that affect the Contractor or those employed or engaged by it, the materials or equipment used and the performance of the Work. The Contractor shall procure all necessary approvals, licenses and permits at its own expense. Compliance with laws shall include, but not be limited to, the following:
- (i) Equal Employment Opportunity. The Contractor shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, or any other basis prohibited by federal, state or local law.

- (ii) Safety. The Contractor shall perform the Work in compliance with the requirements of the United States Occupational Safety and Health Act.
- (iii) Use of Colorado Labor. Colorado labor shall be employed to perform the Work to the extent of not less than eighty percent (80%) of each type or class of skilled and common labor employed by Contractor, as calculated on the total taxable wages and fringe benefits paid to workers employed directly on the site of the Work. The term “Colorado labor” means any person who is a resident of the State of Colorado at the time of employment.
- (f) Officials Not to Benefit. No elected or employed member of the County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.
- (g) Library’s Ownership of Documents. Any data, documents or other things or information provided by the Library to the Contractor or to which the Contractor has access during the performance of the Work and any reports, drawings, results, conclusions of the Work or other writings or products produced by the Contractor (the “Deliverables”) shall be and remain the sole property of the Library at all times; and the Contractor shall not use any of the Deliverables for any other purpose. The Contractor shall provide to the Library all of the Deliverables required to be produced by the Completion Date or earlier termination of this Contract. All Deliverables shall be deemed confidential. The Contractor shall not disclose to any person or entity any Deliverable without the prior written consent of the Library unless required to do so by law.
- (h) Conflict of Interest. The Contractor will not knowingly perform any act which would conflict in any manner with the performance of services required to be performed hereunder. By acceptance of this Contract, Contractor certifies that it is engaged in no current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business which might result in a conflict of interest in the performance of the services under this Contract.
- (i) Waiver. No term or condition of this Contract shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly authorized representatives.
- (j) No Third Party Beneficiaries. The enforcement of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Library and the Contractor. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended. It is the express intention of the Library and the Contractor that any such person or entity, other than the Library or the Contractor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- (k) Sales Tax Exemption. The Contractor and its subcontractors, consultants and suppliers will not be required to pay Colorado state sales and use taxes on property incorporated into the Work. The Contractor shall obtain a sales tax exemption permit from the State of Colorado Department of Revenue, if necessary, to obtain materials for the Work without the payment of Colorado state sales tax.

- (l) Headings. The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.
- (m) Severability. If any provision in this Contract shall be declared by a court of competent jurisdiction to be invalid, such decision shall not invalidate any other part or provision hereof.
- (n) Proper Execution. Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.
- (o) Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

JEFFERSON COUNTY PUBLIC LIBRARY

By: _____
Pam Nissler, Executive Director

STATE OF COLORADO
COUNTY OF JEFFERSON

This Contract was acknowledged before me this _____ day of _____, 2016 by Pam Nissler, Executive Director of Jefferson County Public Library.

Notary's official signature

Commission expiration date

APPROVED AS TO FORM:

Kurtis D. Behn
Assistant County Attorney

CONTRACTOR:

By: _____

Name:

Its:

STATE OF COLORADO
COUNTY OF _____

This Contract was acknowledged before me this _____ day of _____, 2016, by
_____ as _____ of _____.

Notary's official signature

Commission expiration date

EXHIBIT A

RFP

See attached.

EXHIBIT B

CONTRACTOR'S PROPOSAL

See attached.

EXHIBIT C
INSURANCE REQUIREMENTS