

PURCHASE ORDER
Huerfano County

Purchase Order#: 2025025

Purchase OrderDate: 1/31/2025

Vendor: **HRS COLORADO, LLC / 8537**
6950 S POTOMAC STREET, SUITE 200
CENTENNIAL, CO 80112

Ship To: **401 Main Street -**
Walsenburg CO, 81089
719-738-3000 ext. 210

Order Description:

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	LEDGER
129 Kansas Project	1	\$187,910.00	\$187,910.00	069-49000-51961
		TOTAL:	\$187,910.00	

NOTES:

Kansas Bldg project with Mckinstry- Sub for abatement work done by SRS Restoration Services

APPROVALS:

Approving Authority:

Budget Officer:

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 30th day of December in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Huerfano County
401 Main Street
Walsenburg, CO 81089

and the Contractor:
(Name, legal status, address and other information)

HRS Colorado, LLC
6950 S. Potomac Street, Suite 200
Centennial, CO 80112

for the following Project:
(Name, location and detailed description)
129 Kansas Ave Remodel – McKinstry
129 Kansas Ave
Walsenburg, CO 81089

The Architect:
(Name, legal status, address and other information)

N/A

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Paragraphs Deleted)

Established as follows:

The date of commencement of Work shall be the date, (i) the Owner issues written notice to proceed, (ii) written confirmation is received by the Contractor that the Owner's funding sources are in place for the Project, and (iii) the required building permits have been received by the Contractor (the "Construction Notice")

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of Construction Notice.

§ 3.3 Substantial Completion

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User Notes:

(3B9ADA42)

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than 33 (__) calendar days from the date of the Construction Notice.

(Paragraph Deleted)

(Table Deleted)

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be \$159,210 (\$ __), as set forth in the Contractor’s Cost Proposal, attached as Exhibit B, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: as set forth in the Contractor’s Cost Proposal, attached as Exhibit B

(Table Deleted)

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this

(Paragraph Deleted)

(Table Deleted)

§ 4.3 Allowances, if any, included in the Contract Sum, as set forth in the Contractor’s Cost Proposal, attached as Exhibit B.

(Paragraph Deleted)

(Table Deleted)

§ 4.4 Unit prices, if any:

as set forth in the Contractor’s Cost Proposal, attached as Exhibit B.

(Table Deleted)

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§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

Because time is of the essence in the completion of the Project, Contractor agrees to pay for each day of delay in failing to achieve the Date of Substantial Completion, subject to adjustments of this Contract Time as provided in the Contract Documents, \$100 per day as liquidated damages and not as a penalty, and Owner shall be entitled to deduct such liquidated damages from payments due to Contractor. Given that damages resulting from delayed completion are not susceptible to precise calculation, such liquidated damages are agreed to be a reasonable attempt to estimate and liquidate same. The liquidated damages provided for in this Subparagraph 4.5 shall be in lieu of Owner's right to claim costs, losses, expenses, penalties, loss of use, income, profit, financing, business and reputation and any other damages of whatsoever nature, including consequential damages, incurred by Owner resulting from the time delay in achieving Substantial Completion within the time periods set forth above.

§ 4.6 Other: None.

(Paragraph Deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

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- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

General conditions, general requirements, insurance and bond costs

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

As mutually agreed upon between Owner and Contractor.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Upon Substantial Completion of the entire Work increase total payments to 100% of the Contract Sum less 150% of the estimated cost to complete any incomplete or punch-list Work.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

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.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Monthly rate of One Percent (1%), compounded monthly

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(Paragraph Deleted)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

(Paragraph Deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

Termination fee shall be calculated as 3% on the Work not executed.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

McKinstry
Pat Roemer – Sr. Construction Manager
16025 Table Mountain Pkwy. Ste. 100,
Golden, CO 80403

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

HRS Colorado, LLC

Scott O’Brien – Project Director
6950 S. Potomac Street, Suite 200
Centennial, CO 80112
scottobrien@hrsrs.com

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs Deleted)

§ 8.7 Other provisions:

None.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 **HRS Colorado, LLC’s proposal dated December 12, 2024, Exhibit B**
- .4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as attached as Exhibit C.

(Paragraph Deleted)

- .5 Drawings, as set forth in Exhibit B.

(Table Deleted)

- .6 Specifications, as set forth in Exhibit B.

(Table Deleted)

- .7 Addenda, if any: as set forth in Exhibit B.

(Table Deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits: None.

(Paragraph Deleted)

(Paragraph Deleted)

(Table Deleted)

[] Supplementary and other Conditions of the Contract: None.

(Table Deleted)

.9 Other documents, if any, listed below: None

(Paragraph Deleted)

This Agreement entered into as of the day and year first written above.

Signed by:

Arica Andreatta

OWNER (Signature)

Arica Andreatta
(Printed name and title)

CONTRACTOR (Signature)

Derek Oliver - President
(Printed name and title)

Init.



Title

COR # 1

Project Name	129 Kansas Ave. Walsenburg-McKinstry
Project Number	ENV24-093
Status	Pending
To:	Pat Roemer/Matt Kinney
Date:	1/30/2025
Description:	Additional abatement of 830 sf of plaster ceilings and 120 sf of plaster walls in a new full containment. Permit will also need to be extended.
COR # 1 Total	\$28,250.00 plus an additional \$450.00 for the permit extension
Original Contract Amount	\$159,210
Revised Contract Amount	\$187,910

Signed: Mike Campton

Print: Mike Campton

Date: 1/30/2025

