



Rob Oquist - Commissioner Dist. 1
John Hostetler - Commissioner Dist. 2
Jim Baldwin - Commissioner Dist. 3
Amy White-Tanabe - County Administrator
Nathan Shultz - County Attorney

Office of the Commissioners

AGENDA

May 23, 2022

1. Call to Order
2. Public Comment (limit of 3 minutes)
3. Presentations
 - a. Southeastern Colorado Water Conservancy District
4. Consent Agenda. *The Chair will remove any Consent Agenda item upon request by any Commissioner or assigned staff. Items removed upon request will be considered separately by the Board immediately following the action on the remaining Consent Agenda, be continued to another meeting date, or handled in a manner otherwise determined at the discretion of the Board.*
 - a. Approval of Minutes
 - b. Approval of Bills and Payroll
 - c. Ratify Masonic Lodge Roofing Contract
5. Old Business
6. New Business
 - a. Intergovernmental Agreement with Fowler, Building Inspection Services
7. Departmental Reports
 - a. First Quarter Public Trustee Report – Sharon Jones
 - b. Sales Tax Report
8. Commissioners Report
9. Discussion
10. Announcements
 - a. Memorial Day – State & County offices and Landfill will be closed in observance of Memorial Day on Monday, May 30, 2022.

(719) 383-3000 13 W. 3rd Street, Room 212 La Junta, CO 81050 (719) 383-3090 Fax



May 9th, 2022

The Board of County Commissioners now meets pursuant to adjournment.

Present:	Jim Baldwin	Chairman
	John Hostetler	Member
	Rob Oquist	Member
	Amy White-Tanabe	Admin
	Lynda Scott	Clerk

Guests in attendance in person: Barry Shiohita, and Adrian Hart.
Zoom: Anne Boswell, Marty Lee, and Bette McFarren.

Chr. Baldwin called the meeting to order and asked for approval of the Consent Agenda. The agenda contains: approval of the minutes from April 25th, 2022, and the approval of the bills and payroll for April 16th to April 30th, 2022. Co. Hostetler moved to approve the consent agenda. Co. Oquist seconded. Motion carried.

Admin. White-Tanabe presented the SM Construction Third Amendment/Addendum to the Construction Contract. This is to add a canopy with perforated panels to allow for security and cover from weather. Co. Oquist motioned to approve the amendment to the contract. Co. Hostetler seconded. Motion carried.

Admin. White-Tanabe presented the Intergovernmental Agreement for the Veteran's Service Officer for the counties of Otero and Bent. The commissioners from both counties will meet twice a year to judge how it is progressing. Co. Hostetler motioned to approve the agreement. Co. Oquist seconded. Motion carried.

Admin. White-Tanabe presented the RMMI Contract for document scanning services. This will enable Otero County employees to work remotely and limit exposure by eliminating the movement of physical paper. Co. Oquist motioned to approve the contract. Co. Hostetler seconded. Motion carried.

Admin. White-Tanabe presented a letter of support to the US Department of Transportation for the US 50B Safety Highway Improvements for Freight and Travel grant. Co. Hostetler motioned to approve the letter of support. Co. Oquist seconded. Motion carried.

Admin. White-Tanabe presented a Memorandum of Agreement between Otero County, Colorado, and Lower Arkansas Valley Water Conservancy District. Both the County and the District have filed opposition to the City of Colorado Springs to get approval of conditional appropriative rights of exchange to the Arkansas River water to Colorado Springs. We are currently monitoring the case. Co. Oquist motioned to approve the agreement. Co. Hostetler seconded. Motion carried.

Admin. White-Tanabe mentioned that the county received a \$25,000.00 dollar grant to help with courthouse security.

Clerk Scott mentioned that on the 11th of May, the Clerk & Recorders' Office will be closed from 8-10am for training. Tentatively, we have set our LAT's (logic and accuracy) for the 18th of May. The CCCA announced the winners to the scholarship they do every year, and Morgan McReynolds won this year from Cheraw School. We believe she is the first one from our area to win.

Co. Hostetler and Co. Oquist attended meetings. Co. Oquist did add that he was also busy with the housing project, and they are getting ready for a groundbreaking.

Chr. Baldwin added that they had been discussing the collective bargaining bill.

Admin. White-Tanabe announced that due to the work on the main door, the public entrance will now be on the east side of the building, and the ADA door on the northwest corner of the building.

With no further business the Board adjourned the meeting.

Next meeting will be Monday, May 23rd, 2022, at 1:30pm.

Clerk

Chairman

OTERO COUNTY PAYMENTS
MAY 1 THROUGH MAY 15, 2022

Check #	Vendor	Description	Department	Amount
124715	GARAGE DOORS PLUS, LLC	SHOP MAINTENANCE	R&B	205.00
124716	JACOB DILLEN ROATH	DUES & MEETINGS	LAND USE	90.00
124717	BARRETT REECE	TRAVEL	ADULT SERVICES	443.56
124718	BRIGITTE BROWN	TRAVEL	ADULT SERVICES	43.68
124719	JOHNETTE SUE FULLER	TRAVEL	ADULT SERVICES	277.16
124720	MARDONA L MORELAND	TRAVEL	ADULT SERVICES	370.24
124721	PERKINS CHRYSLER DODGE JEEP RAM	CAPITAL OUTLAY	INTERNAL SERVICES	40,774.00
124722	4 RIVERS EQUIPMENT, LLC	PARTS/SERVICE	R&B	208.96
124723	A CUT ABOVE PEST CONTROL, LLC	MAINTENANCE CONTRACTS	LAND USE/G&B/JAIL	101.00
124724	ABBA EYE CARE	LINKAGES	CSBG	246.94
124725	ALAN M WADLEIGH	TRAVEL	ADULT SERVICES	50.44
124726	ALL RITE PAVING & REDI MIX, INC	ROAD OIL	R&B	5,460.14
124727	ARKANSAS VALLEY LUMBER & SUPPLY	SMALL TOOLS	G&B	44.97
124728	ARKANSAS VALLEY SEED, INC	GRAVEL	R&B	133.75
124729	BACA COUNTY COMMISSIONERS	BACA COUNTY	AAA	891.00
124730	BACA COUNTY PUBLIC HEALTH AGENCY	BACA COUNTY PHA	AAA	425.03
124731	BACA COUNTY SOCIAL SERVICES	CAREGIVER SUPPORT	AAA	1,159.94
124732	BENT COUNTY COMMISSIONERS	AAA GENERAL FUND	AAA	2,016.44
124733	BLACK HILLS ENERGY	UTILITIES	VARIOUS	4,973.85
124734	BRIGITTE BROWN	TRAVEL	ADULT SERVICES	228.00
124735	CITY OF LA JUNTA	RENT	HEALTH	500.00
124736	CITY OF LA JUNTA TRANSIT	CITY OF LA JUNTA	AAA	820.00
124737	CITY OF ROCKY FORD	TRAINING	E911	888.62
124738	COLORADO BANK & TRUST	OD2A GRANT	HEALTH	300.00
124739	COLORADO BUREAU OF INVESTIGATION	CONCEALED HAND GUN PERMIT	SHERIFF	538.00
124740	COLORADO DEPT OF PUBLIC HEALTH	OPERATING SUPPLIES	HEALTH	1,042.25
124741	CONSULTING WITH A HART LLC	MISCELLANEOUS	R&B	50.00
124742	COUNTRY CHIROPRACTIC, PC	DRUG TESTING & DOT PHYSICALS	R&B	50.00
124743	CROWLEY COUNTY COMMISSIONERS	AAA GENERAL FUND	AAA	582.90
124744	DAVID N TRUJILLO, DDS PC	MEDICAL SERVICES	JAIL	364.00
124745	DEEP ROCK	MISCELLANEOUS	TREASURER/ADMIN	64.38
124746	DELICIAS TAMALES	CTC GRANT	HEALTH	302.00
124747	EL PASO COUNTY CORONER	AUTOPSY	CORONER	1,500.00
124748	FLAGS USA, INC	OPERATING SUPPLIES	G&B	1,041.00
124749	GOBIN'S INC	MAINTENANCE CONTRACTS	VARIOUS	1,047.83
124750	GRADY'S MARKET	OPERATING SUPPLIES	HEALTH	158.00
124751	GRAINGER, INC	BUILDING MAINT/REPAIRS	G&B/R&B	806.27
124752	GREAT AMERICA LEASING CORP.	MAINTENANCE CONTRACTS	ASSESSOR	145.22
124753	GRIZZLY TIRE AND AUTO LLC	PARTS/SERVICE	R&B	20.00
124754	INDUSTRIAL HEALTH SERVICE, INC	PRE-EMPLOYMENT COSTS	JAIL/R&B	222.00
124755	JACKSON AWARDS & DESIGN LTD	SPECIAL PROJECTS	ADMIN	75.00
124756	JOHNETTE SUE FULLER	TRAVEL	ADULT SERVICES	804.76
124757	K AND S AUTO	REPAIR/MAINT-MOTOR VEHICLES	TRANSPORT	250.00
124758	KEVIN CAMPBELL	PARTS/SERVICE	R&B	1,600.00
124759	KIMBALL MIDWEST	PARTS/SERVICE	R&B	103.08
124760	LA JUNTA TRADING COMPANY, INC	BUILDING MAINT/REPAIRS	G&B/JAIL	775.57
124761	LA JUNTA TRIBUNE-DEMOCRAT	SUBSCRIPTIONS	LAND USE/CLERK/JAIL	234.00
124762	LEONARD TAFOYA	TRAVEL	ADULT SERVICES	380.68
124763	LYLE & SONS PLUMBING & HEATING, INC	BUILDING MAINT/REPAIRS	G&B	371.64
124764	MARDONA L MORELAND	TRAVEL	ADULT SERVICES	256.00
124765	MARSHALL & SWIFT/BOECKH, LLC	BOOKS	ASSESSOR	1,424.10
124766	MARTIN PIPE & STEEL, INC	PARTS/SERVICE	R&B	45.25
124767	MATTHEW BENDER & CO, INC	OPERATING SUPPLIES	JAIL	158.93
124768	MHC KENWORTH-PUEBLO	FLUIDS	R&B	457.23
124769	MIGUEL A ESTRADA-HURTADO	BLDG UTIL/MAINT - RF	HEALTH	100.00
124770	MOBILE RECORD SHREDDERS	DOCUMENT SHREDDING	VARIOUS	140.00
124771	NATALIE A. EDMUNDSON	CONTRACT SERVICES	LAND USE	600.00

Check #	Vendor	Description	Department	Amount
124772	OFFICE DEPOT, INC	OFFICE SUPPLIES	SHERIFF/JAIL	41.26
124773	O'REILLY AUTO PARTS	OPERATING SUPPLIES	VARIOUS	978.87
124774	OTERO COUNTY COMMISSIONERS	OPERATING	ADULT SERVICES	692.09
124775	OTERO COUNTY ROAD & BRIDGE	BUILDING MAINT/REPAIRS	VARIOUS	574.42
124776	OTERO PARTNERS, INC	16TH JUDICIAL DISTRICT/BLDG EXP	INTERGOVERNMENTAL	42,411.65
124777	OTERO TRUE VALUE	PARTS/SERVICE	R&B	19.99
124778	PEAK ELEVATOR PERFORMANCE GROUP	MAINTENANCE CONTRACTS	G&B	120.00
124779	POWER EQUIPMENT COMPANY	PARTS/SERVICE	R&B	1,841.28
124780	PRESTIGE DENTAL LLC	DENTAL	CSBG	953.50
124781	PROWERS AREA TRANSIT	PROWERS AREA TRANSIT	AAA	1,408.00
124782	RAM PRODUCTS, LTD	PARTS/SERVICE	R&B	12.80
124783	RANCHERS SUPPLY OF LA JUNTA, INC	PARTS/SERVICE	R&B	2,032.49
124784	RESERVE ACCOUNT	POSTAGE	VARIOUS	1,097.00
124785	ROCKY FORD AUTO PARTS	PARTS/SERVICE	R&B	391.04
124786	ROCKY FORD DAILY GAZETTE	ADVERTISING/LEGAL NOTICES	VARIOUS	602.86
124787	ROCKY FORD GROWERS COOP ASSN	BUILDING MAINT/REPAIRS	G&B	31.50
124788	SAGE SERVICES, INC.	CONGREGATE/HOME DEL. MEALS	AAA	37,994.00
124789	SECOM	SECOM CIRCUIT/TELEPHONE	VARIOUS	5,328.84
124790	NOT A CHECK			-
124791	SECOM (911)	SECOM CIRCUIT	E911	513.00
124792	SHERATON DENVER WEST	DUES & MEETINGS	CORONER	894.00
124793	SIGNS & DESIGNS	SIGNS	R&B	170.00
124794	SNO-WHITE LINEN & UNIFORM RENTAL	PARTS/SERVICE	R&B	174.08
124795	SOUTHEAST COLO WEED MGMT	WEED CONTROL	VARIOUS	6,245.50
124796	THE SUPPLY CACHE INC	OPERATING SUPPLIES	SHERIFF	267.08
124797	THE TOPPER FACTORY, INC	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF	1,349.00
124798	THOMSON REUTERS - WEST	SOFTWARE/HARDWARE RENTAL	SHERIFF	314.99
124799	TOTAL OFFICE SOLUTIONS	OFFICE SUPPLIES	TREASURER	52.99
124800	TOWN OF CHERAW	BUILDING MAINT/REPAIRS	ADMIN	29.00
124801	TOWN OF FOWLER	TOWN OF FOWLER	R&B	102.48
124802	TOWN OF SWINK	UTILITIES	R&B	109.43
124803	TRANS-WEST TRUCKS, INC	PARTS/SERVICE	R&B	141.94
124804	US POST OFFICE	POSTAGE, BOX RENT, ETC	CLERK	265.00
124805	VALLEY AUTO PARTS, INC	PARTS/SERVICE	R&B	1,134.79
124806	VALLEY PLUMBING & HEATING, INC	BUILDING MAINT/REPAIRS	CSBG	895.00
124807	VIAERO WIRELESS	TELEPHONE	TREASURER/EXTENSION	285.05
124808	VISA	DUES & MEETINGS/OPERATING/TRAVEL	VARIOUS	6,191.17
124809	VISA-SHERIFF OFFICE	TRAVEL/OPERATING	SHERIFF/JAIL	1,627.03
124810	WAGNER EQUIPMENT CO	PARTS/SERVICE	R&B	1,390.43
124811	WALMART / CAPITAL ONE	BUILDING MAINT/REPAIRS	G&B	174.12
124812	WALMART / CAPITAL ONE	OFFICE SUPPLIES/FOOD	JAIL/STATE GRANTS	675.92
124813	WALTER TUCKER	PARTS/SERVICE	R&B	80.00
124814	X-TREME H2O	REPAIR/MAINT-MOTOR VEHICLES	SHERIFF	84.61
1579	DEAN W CHASE	TRAVEL	ADULT SERVICES	107.12
1580	MUSTAPHA BEQQI	TRAVEL	ADULT SERVICES	61.36
1581	SAMANTHA BEEDY	TRAVEL	ADULT SERVICES	415.96
1582	SHELLY R BAUER	TRAVEL	ADULT SERVICES	53.04
1583	AMAZON CAPITAL SERVICES, INC	OFFICE SUPPLIES	VARIOUS	3,672.97
1584	ARKANSAS VALLEY ACCUMED	JAIL BASED SERVICES (JBBS)	STATE GRANTS	979.50
1585	ARKANSAS VALLEY HOSPICE, INC	CAREGIVER SUPPORT	AAA	2,223.00
1586	AXON ENTERPRISE, INC	BODY WORN CAMERA GRANT	STATE GRANTS/SHERIFF	18,817.00
1587	BACA HOME CARE AGENCY, INC	AAA GENERAL FUND	AAA	1,068.00
1588	BENT COUNTY SHERIFF	BOARDING PRISONERS	JAIL	42,160.29
1589	CENTURYLINK	TELEPHONE	E911/JAIL/ADMIN	359.01
1590	CENTURYLINK - SEATTLE, WA	PURCHASED SERVICES-COMM	E911	4,513.32
1591	CLEAN VALLEY RECYCLING	UTILITIES	G&B	160.00
1592	DEAN W CHASE	TRAVEL	ADULT SERVICES	258.12
1593	DEE ANN LYONS	MEDICAL SERVICES	STATE GRANTS/JAIL	2,702.15
1594	DIGITCOM ELECTRONICS, INC	MAINTENANCE CONTRACTS/RADIO REPAIR	E911/SHERIFF	5,413.00
1595	GALLS, LLC	OPERATING SUPPLIES	SHERIFF	1,572.28

Check #	Vendor	Description	Department	Amount
1596	GT INDEPENDENCE	FMS CLIENT SERVICES/FEE EXPENSE	VDC	27,733.71
1597	HIGH PLAINS AUDIOLOGY LLC	MATERIAL AID	AAA	4,800.00
1598	INTERSTATE BILLING SERVICE	PARTS/SERVICE	R&B	120.00
1599	LAMAR AREA HOSPICE	CAREGIVER SUPPORT	AAA	499.07
1600	LAW OFFICE OF RANDA DAVIS-TICE	LEGAL FEE CONTINGENCY	AAA	602.00
1601	MAVERICK SOLUTIONS, LLC	SPECIAL PROJECTS	ADMIN	1,540.00
1602	MCCANDLESS INTERNATIONAL	PARTS/SERVICE	R&B	261.23
1603	MEDINA'S TIRE SERVICE, LLC	PARTS/SERVICE	R&B	443.00
1604	NEWMAN TRAFFIC SIGNS	SIGNS	R&B	1,058.29
1605	QUILL CORPORATION	OFFICE SUPPLIES	VARIOUS	1,319.09
1606	ROBERT BLAIR	CSBG COVID FOOD	CSBG	50.40
1607	ROCKY FORD FOOD MARKET LLC	FOOD	JAIL	1,188.56
1608	SAMANTHA BEEDY	TRAVEL	ADULT SERVICES	630.52
1609	SHELLY R BAUER	TRAVEL	ADULT SERVICES	24.48
1610	SHULTZ LAW OFFICE LLC	CONTRACT SERVICES	ADMIN/HEALTH	1,485.00
1611	SOUTHEAST COLORADO POWER ASSN	UTILITIES	JAIL/R&B	478.62
1612	THE HOME DEPOT PRO	BUILDING MAINT/REPAIRS	G&B/R&B/JAIL	483.23
1613	TRISPOKE TECHNOLOGIES, LLC	CIVIL PROCESS FEES	SHERIFF	41.58
1614	VERITRACE	OPERATING SUPPLIES	HEALTH	148.45
1615	VERMEER SALES & SERVICES	PARTS/SERVICE	R&B	120.81
1616	WAXIE SANITARY SUPPLY	OPERATING SUPPLIES	G&B	704.59
1617	WEAR PARTS & EQUIPMENT CO, INC.	PARTS/SERVICE	R&B	315.09
1618	WEX BANK	FUEL	VARIOUS	7,331.81
1619	ZELMA NOVAK	TRAVEL	ADULT SERVICES	24.00
				332,000.66

Fund Summary

010 - GENERAL FUND	149,492.64
013 - AMERICAN RESCUE PLAN	106.74
020 - ROAD & BRIDGE FUND	31,002.99
040 - AAA FUND	86,465.50
065 - INTERNAL SERVICES FUND	40,774.00
070 - GENERAL HUMAN SERVICES	3,930.95
080 - HEALTH FUND	5,273.57
085 - CONSERVATION TRUST FUND	2,344.20
090 - CLERK HIRE FUND	1,118.55
095 - E-911	11,491.52
332,000.66	

CONSTRUCTION CONTRACT

THIS AGREEMENT is made and entered into this 16th day of May, 2022, by and among **OTERO COUNTY COLORADO, BENT COUNTY COLORADO, and CROWLEY COUNTY COLORADO**, hereinafter referred to as "Owner", and **DEEP ROOTS TIMBERWORKS, LLC, d.b.a. DEEP ROOTS CRAFTSMEN**, hereinafter referred to as "Contractor", and **OTERO PARTNERS, INCORPORATED**, as "Payor", and Form+Works Design Group as "Architect."

WHEREAS, the Owner and Payor were awarded SHF Grant Number 2021-01-021 to create construction documents for and do roof repairs for the Masonic Euclid Lodge #64; and

WHEREAS, the Owner and Payor were awarded SHF Grant Number 2021-01-027 for the roof repairs for the Masonic Euclid Lodge #64; and

WHEREAS, the Owner advertised a "Request for Qualifications" for work to be done on the Owner's property located at 323 Santa Fe Avenue, La Junta, Colorado, described as "roof rehabilitation project"; and

WHEREAS, a bid/proposal was received by Owner for the construction of the project; and

WHEREAS, the Owner desires to hire Contractor to perform the work to be done for the "roof rehabilitation project"; and

WHEREAS, the parties wish to enter into a Contract to set forth the terms and conditions of this project.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the parties agree as follows:

ARTICLE 1 THE WORK OF THIS CONTRACT

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

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

2.1 The date of commencement of Work shall be:

(Check one of the following boxes)

- [X] The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follow: (Insert a date of a means to determine the date of commencement of the Work).

2.2 The Contract Time shall be measured from the date of commencement of the Work.

2.3 Substantial Completion

2.3.1 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 (240) calendar days from the date of commencement of the Work.

By the following date:

ARTICLE 3 CONTRACT SUM

3.1 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 one of the following: (Check the appropriate box)

Stipulated Sum

Cost of the Work plus the Contractor's Fee

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price

This contract sum will be in the amount of two hundred eighty-three thousand, five hundred dollars (\$ 283,500.00).

ARTICLE 4 PAYMENT

4.1 Progress Payments

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

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

4.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, Otero Partners, Incorporated shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by Otero Partners, Incorporated not later than thirty (30) days after the Architect receives the Application for Payment.

4.1.4 For each progress payment made prior to Substantial Completion of the Work, Otero Partners, Incorporated may withhold retainage from the payment in the amount of 10%.

4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below: 1% simple interest after 60 days of non-payment

4.1.6 The Contractor retains the right to bill for materials upon the execution of this contract

to allow for down payments on materials to be paid, and materials released in a timely manner.

4.2 Final Payment

4.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by Otero Partners, Incorporated to the Contractor when:

4.2.1.1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment.

4.2.1.2. A final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

4.2.2 Otero Partners, Incorporated'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.

ARTICLE 5 DISPUTE RESOLUTION

5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

Arbitration pursuant to Section 21.6 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

6.1.1 The Agreement in this executed contract shall be between Owner, Payor and Contractor.

6.1.2 The Contract Drawings: Drawings from form + works design group dated 06-22-21, including drawings G-001, G-102, AD-101, AD-102, A-101, A-102, A-300, A-400, A-600, S-001, S-101, S-102 and S-600.

6.1.3 Additional Documents

1. Addendum A: Supplemental Conditions
2. Addendum B: Project Cost Breakout
3. Addendum C: Scope of Work Clarifications and Assumptions, Clarifications and Exclusions

ARTICLE 7 GENERAL PROVISIONS

7.1 Independent contractor

Contractor and Architect fully acknowledge that their relationship with owner is that of an independent contractor, fully explained below:

IT IS EXPRESSLY ACKNOWLEDGED BY CONTRACTOR AND ARCHITECT THAT THEY ARE AN INDEPENDENT CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT. NOTHING IN THIS AGREEMENT IS INTENDED NOR SHALL IT BE CONSTRUED TO CREATE AN EMPLOYER/EMPLOYEE RELATIONSHIP OR A JOINT VENTURE RELATIONSHIP OR ALLOW EITHER PARTY TO EXERCISE CONTROL OR DIRECTION OVER THE MANNER OR METHOD BY WHICH THE PARTIES EXERCISE THEIR RESPECTIVE PROFESSIONAL JUDGMENT. CONTRACTOR UNDERSTANDS AND AGREES THAT COUNTY WILL NOT PAY OR WITHHOLD ON BEHALF OF CONTRACTOR ANY SUMS FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY, WORKMEN'S COMPENSATION INSURANCE, OR ANY OTHER WITHHOLDING TAX OR INSURANCE PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY. CONTRACTOR AGREES THAT ALL SUCH PAYMENTS AND WITHHOLDINGS, IF ANY, ARE THE SOLE RESPONSIBILITY OF CONTRACTOR, AND CONTRACTOR HEREBY WARRANTS AND REPRESENTS THAT CONTRACTOR WILL MAKE ALL SUCH PAYMENTS AND WITHHOLDINGS. CONTRACTOR AGREES TO HOLD COUNTY HARMLESS AS CONCERNS ANY CLAIM ARISING OUT OF COUNTY'S FAILURE TO WITHHOLD ANY AMOUNT FROM CONTRACTOR'S COMPENSATION.

7.2 The Contract Documents

The Contract Drawings are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

7.3 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

7.4 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The

Work may constitute the whole or a part of the Project.

7.5 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, or the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

7.6 Ownership and use of Drawings, Specifications and Other Instruments of Service

7.6.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

7.6.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's Consultants.

7.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

7.8 Severability

The invalidity of any provisions of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

7.9 Notice

7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one

party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission.

7.9.2 Notice of claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

ARTICLE 8 OWNER

8.1 Information and Services Required of the Owner

8.1.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure shall pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities that are beyond the SHF grant awards.

8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Drawings, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

8.3 Owner'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 a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

9.1 Review of Contract Documents and Field Conditions by Contractor

9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be

performed and correlated personal observation with requirements of the Contract Documents.

9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

9.2 Supervision and Construction Procedures

9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

9.3 Labor and Materials

9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

9.5 Taxes

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

9.6 Permits, Fees, Notices, and Compliance with Laws

9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

9.8 Contractor's Construction Schedules

9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

9.9 Submittals

9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes,

ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

9.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

9.12 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

9.13 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

9.15 Indemnification

9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.16 If Contractor has any employees or subcontractors, Contractor shall comply with the provisions of Section 8-17.5-101, C.R.S., *et seq.*, and this contract.

9.17 The Contractor shall not:

9.17.1 Knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

9.17.2 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 the public contract for services.

9.18 The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Colorado Department of Labor and Employment Program.

9.19 The Contractor is prohibited from using either the E-Verify Program or the Colorado Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

9.20 If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

9.20.1 Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien;

9.20.2 Terminate the subcontract with the subcontractor if within three days of receiving the required notice 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 the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

9.21 The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to Section 8-17.5-102 (5), C.R.S.

9.22 If a Contractor violates a provision of the public contract for services required pursuant to Section 8-17.5-102 (2), the County may terminate the contract for a breach of the contract, and if terminated, the Contractor shall be liable for actual and consequential damages to the County.

9.23 The County will notify the Office of the Secretary of State if the Contractor violates a provision of a public contract for services required pursuant to Section 8-17.5-102 (2) and the County terminates the contract for such breach. (See Section 8-17.5-102 (4), C.R.S.)

9.24 In the event Contractor opts to use a subcontractor or subcontractors, the Contractor agrees to

provide proof of insurance for the subcontractor or subcontractors prior to said subcontractor or subcontractors beginning work on this project.

ARTICLE 10 ARCHITECT

10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the work at the site.

11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are

payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

ARTICLE 15 PAYMENTS AND COMPLETION

15.1 Schedule of Values

15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

15.3 Applications for Payment

15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner, Payor or Architect require; and shall reflect retainage if provided for in the Contract Documents.

15.3.2. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

15.4 Certificates for Payment

15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner and Payor a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor, Owner and Payor of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner and Payor, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner and Payor, if in the Architect's opinion the representations to the Owner required by Section 15.4. cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor, Owner and Payor as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner and Payor. The Architect

may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner and Payor from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

1. defective Work not remedied;
2. third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
3. failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
4. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
5. damage to the Owner or a Separate Contractor;
6. reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
7. repeated failure to carry out the Work in accordance with the Contract Documents.

15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

15.5 Progress Payments

15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Payor, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner or Payor shall not constitute acceptance of Work not in accordance with the Contract Documents.

15.5.4 Provided the Payor has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner and Payor from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or

other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner or Payor shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

15.6 Substantial Completion

15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion § 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

15.7 Final Completion and Final Payment

15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner and Payor a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner and Payor to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner and Payor all money that the Owner and Payor may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

15.7.3 The making of final payment shall constitute a waiver of claims by the Owner and Payor except those arising from

1. liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
2. failure of the Work to comply with the requirements of the Contract Documents;
3. terms of special warranties required by the Contract Documents; or
4. audits performed by the Owner, if permitted by the Contract Documents, after final payment.

15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

16.1 Safety Precautions and Programs

16.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

1. employees on the Work and other persons who may be affected thereby;
2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

16.1.2 The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of

persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

16.2 Hazardous Materials and Substances

16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

ARTICLE 17 INSURANCE AND BONDS

17.1 Contractor's Insurance

17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than one million dollars (\$ 1,093,000) each occurrence, two million dollars (\$ 2,000,000) general aggregate, and two million dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
2. personal and advertising injury;

3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. bodily injury or property damage arising out of completed operations; and
5. the Contractor's indemnity obligations under Section 9.15.

17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than one million dollars (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

17.1.5 Workers' Compensation shall be set at statutory limits.

17.1.6 Employers' Liability with policy limits not less than one million dollars (\$ 1,093,000) each accident, one million dollars (\$ 1,000,000) each employee, and one million dollars (\$ 1,093,000) policy limit.

17.1.7 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

17.1.8 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

17.1.9 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional

insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

17.1.10 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

17.2 Owner's Insurance

17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

17.2.2 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.1, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

17.2.2.7 Waiver of Subrogation

17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the

individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub- subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

17.3 Performance Bond and Payment Bond

17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents.

17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

17.3.3 Required Payment and Performance Bond will be put into place prior to the start of work on site.

ARTICLE 18 CORRECTION OF WORK

18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

19.2 **GOVERNING LAW:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado. The parties hereto submit to jurisdiction of the Courts of Otero County, Colorado, and waive any right to object to any proceedings being brought in those courts.

19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange

and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

19.4 The Owner's representative:

Otero County

The Otero County Administrator shall be the initial point of contact:

Amy White-Tanabe
13 West third Street,
Room 212
La Junta, CO 81050
atanabe@otero.gov
(719)383-3000

19.5 The Contractor's representative:

Jon Sargent, Owner, Deep Roots Timberworks LLC dba Deep Roots Craftsmen
201 2nd Street
Fort Collins, CO 80524 deeprootscraft@gmail.com (970) 795-2786

19.6 The Architect's Representative:

Jessica Reske, Principal, Form+Works Design Group
P.O. Box 476
Eastlake, CO 80614
jessica@formworksdesigngroup.com
(414)477-5348

19.7 The Otero Partner, Incorporated Representative:

Danelle Berg
411 N. 10th Street
Rocky Ford, CO 81067
dberg@otero.gov
(719)241-4992

19.8 The Owner's, the Contractor's, the Payor's or the Architect's representative shall not be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section

4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

20.2 Termination by the Owner for Cause

20.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
3. repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4. otherwise is guilty of substantial breach of a provision of the Contract Documents.

20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee of \$2,000.

ARTICLE 21 CLAIMS AND DISPUTES

21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

21.2 Notice of Claims

21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

21.2.3 Attorney Fees

21.2.3.1 In the event the Owner is obligated to incur attorney's fees as a result of enforcement of this agreement or any provision herein, Contractor shall be obligated to reimburse County those attorney's fees and other costs incurred as a result of the enforcement of this Agreement.

21.3 Time Limits on Claims

21.3.1 The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction

Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity

administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit,

financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

21.12 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE 22 SPECIAL/MISCELLANEOUS PROVISIONS

22.1 Each party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Contract, and from time to time to do such acts and things and execute and deliver such documents and instruments as may be reasonably required in order to implement the transactions contemplated hereby. Each party hereto agrees to cooperate in the execution of subsequent Addenda, or to re-execute an amended version of this agreement, in the event that a party discovers: 1) a clerical error; or 2) a misrepresentation of the law; or 3) an error as to form when such error(s) obviate or hinder the consideration, performance, or enforcement of this Agreement.

22.2 The rights and remedies available under this contract shall be in addition to any rights and remedies allowed by law.

22.3 No failure to enforce any provision of the contract on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this contract concerning any subsequent or continuing breach.

22.4 If any provision of this agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this agreement shall be construed and enforced as if such invalid provisions had been inserted in this agreement.

22.5 The section headings contained in this contract are for reference purposes only and shall not affect the meaning or interpretation of this contract.

22.6 The Contractor shall not refer to this contract or the County of Otero in any advertising or promotions in such a manner as to state or imply that the services provided are endorsed as preferred by the County of Otero, its Departments or employees. Any use of the name or logo of the County of Otero in advertising or promotions must be approved in writing by the County of Otero prior to such use.

22.7 The terms of this agreement shall remain in full force and effect following final payment.

22.8 The parties hereto understand and agree that County is relying on, and does not waive or intend to waive, by any provision of this contract, any rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. Seq.*, as amended, or otherwise available to the County of Otero, its officers, or its employees.

22.9 Contractor shall notify the Owner of its startup date as soon as practical, but startup must occur no later than ten calendar days after receipt of the Notice to Proceed.



Masonic Euclid Lodge #64
Roof Rehabilitation
Project Contract, Addendum A

April 25, 2022

SUPPLEMENTAL CONDITIONS

1. All work must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.
2. The contract includes language regarding HB -6-1343 and/or HB -6S-1023 – Illegal Aliens Language.
3. The grant recipient retains all right to use materials produced (materials produced are not subject to copyright by subcontractor).



Masonic Euclid Lodge #64
Roof Rehabilitation
Project Contract, Addendum B

April 25, 2022

The pricing below is final budget pricing for the roof rehabilitation work as specified in the contract drawings, noted in this contract.

Through previous meetings with the project team, it was requested to pull together pricing to replace the roof “in-kind.” This approach entails replacing the TPO roof but not adding any insulation. In doing so, it foregoes the need for much of the structural work required in the previous set of drawings and scope of work. All pricing has been generated based off of the drawings and specifications completed by form + works and factors in the revised structural drawings issued the week of 1/10/22.

The Scope of Work included
is:

Masonry Scope

This category includes the masonry scope shown at the parapet walls and roof area. It excludes any and all masonry on the interior associated with future structural work. At this time, this cost category is a large unknown since it is unclear what condition the brick is in behind the existing roofing. As a result, this category includes a \$10,000 contingency value. It is our opinion that this masonry contingency number should likely be even higher.

Roofing Scope

This category includes the roof tear-off, *replacement in-kind and necessary carpentry work shown in the drawings. This carpentry has been limited to only that required for roof penetrations to allow for the future structural work to be performed, plus the carpentry shown to even out surfaces for the application of the roofing material. Costs for the roofing scope itself have risen since last bid in September 2021.*

Structural Scope

This category includes any work from the structural drawings that deals with areas that would require future roof penetrations, as currently shown. This would include the brace, blocking and clip details shown.



PRESERVATION ACTIVITIES

Masonry Scope \$ 33,335

Roofing Scope \$164,990

Structural Scope \$ 19,855

General Conditions \$ 32,730

Permitting \$

Bonding \$10,775

Overhead and Profit \$ 21,815

TOTAL \$283,500



Masonic Euclid Lodge #64
Roof Rehabilitation
Project Contract, Addendum C

April 25, 2022

ASSUMPTIONS, CLARIFICATIONS, AND EXCLUSIONS

Assumes project timeslot of Fall 2022, and is 100% dependent on full sign off of the roofing materials during the week of 4/25. Should delays occur to sign off on the contract and lock in the current roofing prices, no guarantees can be made on price.

Excludes abatement costs should asbestos containing materials be found in any materials not tested in previous hazardous material testing.

Includes modified scope of work as specified on previous pages.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:
A Governmental Entity

OTERO COUNTY


Otero County Clerk and Recorder

By 
JOHN HOSTETLER
Chairman Pro tem, Board of County Commissioners of
Otero County, Colorado



DEEP ROOTS TIMBERWORKS, LLC
d.b.a. DEEP ROOTS CRAFTSMEN

By: _____
Name:
Title:

STATE OF COLORADO)
) ss.
County of)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, Managing Member of DEEP ROOTS TIMBERWORKS, LLC, d.b.a. DEEP ROOTS CRAFTSMEN.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

Otero Partners Inc.

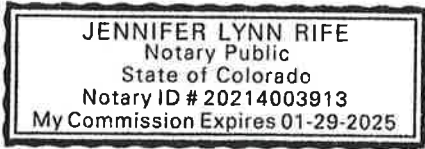
By: *Lucas Flanscha*
Name: Lucas Flanscha
Title: Chairman

STATE OF COLORADO)
) ss.
County of)

² The foregoing instrument was acknowledged before me this 16th day of May, 2021, by Lucas Flanscha, Chairman of Otero Partners Inc.

WITNESS my hand and official seal.

My commission expires: 1/29/2025



Jennifer Rife
Notary Public

Architect

By: Jessica R Reske
Name: Jessica R. Reske
Title: President - Form + Works Design Group, LLC

STATE OF COLORADO)
County of Jefferson) ss.

² The foregoing instrument was acknowledged before me this 17th day of May,
2021, by Jessica Reske, President of
JK Form + Works Design Group, LLC

WITNESS my hand and official seal.

My commission expires: 10/27/2025



[Signature]
Notary Public

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of _____, 2022, by and between the **BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO**, hereinafter referred to as “Otero County”, and the **TOWN OF FOWLER, COLORADO**, hereinafter referred to as “Town”,

WHEREAS, C.R.S. 29-1-203 authorizes and encourages intergovernmental agreements and contracts for the purpose of governmental entities to cooperate and contract to provide a function, service, or a facility; and

WHEREAS, Colorado law governing intergovernmental agreements further provides that the contracting governments shall enter into a contract which sets forth fully the purposes, powers, rights, obligations, and responsibilities of the contracting parties; and

WHEREAS, Colorado law dealing with intergovernmental agreements provides that the contracts between the governing entities must be authorized by the approval of the legislative body of the entities in question; and

WHEREAS, the parties are desirous of entering into an agreement to provide a cooperative and uniform building inspection program between Otero County and the Town of Fowler.

NOW, THEREFORE, based upon good and valuable consideration, the receipt of which is acknowledged, the parties hereby agree as follows:

1. That upon the execution of this Agreement, the office of the Land Use Administrator for Otero County, Colorado, shall provide building inspection services for the Town of Fowler.
2. That any person desirous of engaging in any building construction in the Town of Fowler shall first be required to obtain a Certificate of Compliance from the Town. Such Certificate of Compliance shall state that the applicant has complied with the Town’s rules and regulations concerning water, sewer, public sidewalks, curbs and gutters, pavement, utility requirements, easements, required tap fees and that any other existing and/or proposed on-site improvements are acceptable.
3. Such Certificate of Compliance shall also show the existing zoning district in which the building is located, the fire district in which the building is located, the minimum lot area requirements, building height and area requirements, and a statement that the proposed use is in conformance with the current zoning ordinance.
4. Accompanying the Certificate of Compliance shall be a copy of an accurate plot plan showing the lot and placement of the building(s) on the lot, such plot plan being drawn to scale, dimensional and having the Town’s approval noted on it.
5. After the applicant has obtained the Certificate of Compliance from the Town, the applicant shall deliver the Certificate of Compliance and approved plot plan to the Land Use Office

located at 411 North Tenth Street, Rocky Ford, CO 81067. The applicant will also be required to furnish to the Building Inspector/Land Use Administrator the appropriate building plans and specifications as required by the last adopted version of the Uniform Building Code, as amended (i.e., the last version adopted by the Otero County Board of County Commissioners). The County assumes no responsibility to any party if the Town issues a Certificate of Compliance without the requirements of such Certificate being fulfilled by the applicant.

6. Upon completion of the above requirements and upon the approval of the Building Inspector or Land Use Administrator, a building permit will then be issued. The issuance of said permit or approval of plans and specifications shall not be construed to be a permit for or any approval of any violation of any provision of the last adopted version of the Uniform Building Code.

7. Upon issuance of a building permit, the Building Inspector or Land Use Administrator shall assume all responsibility for the inspection of such building as is covered within the limitations of the building permit.

8. Upon completion of the building, the applicant or his/her Contractor shall inform the Building Inspector or Land Use Administrator that all requirements necessary to obtain a Certificate of Occupancy have been fulfilled. The Building Inspector or Land Use Administrator shall make a final inspection and if all requirements have been met, a Certificate of Occupancy will be issued.

9. It is expressly understood between the parties hereto that the Town shall have sole responsibility of ascertaining that all new construction within the Town shall be authorized first by the Certificate of Compliance and then by a building permit issued pursuant to this Agreement before any construction is initiated. In the event such new construction is discovered prior to the Certificate of Compliance and the issuance of a building permit, such construction shall be ordered stopped by the Town until compliance with both has been achieved. The Town shall have the authority to set a fine for such violations and such fines shall be payable to the Town.

10. An applicant, upon denial of a Certificate of Compliance by the Town of Fowler, may appeal such denial to the Board of Adjustment pursuant to the procedure set forth in the Town of Fowler's Zoning Ordinance No. 180.

11. An applicant, upon denial of a building permit by the Building Inspector or Land Use Administrator, may appeal such denial to the Board of Adjustment pursuant to the procedure set forth in the Town of Fowler's Zoning Ordinance No. 180.

12. It is further agreed that the Town shall retain all fees as established by Town Ordinance or Resolution and collected by the Town for the issuance of a Certificate of Compliance and all building permits.

13. It is further agreed that the Town will pay to Otero County a fee of \$35.00 per hour for building inspection and administrative time spent by the Land Use Department. The fee will be

based on the time the County employees spend reviewing applicant's plans, and the Building Inspector's or Land Use Administrator's time traveling to the site and inspecting the construction, and administrative time spent on the project. Otero County will send to the Town an invoice for said fees on an annual basis, and the Town shall pay said invoice within 30 days of the date of said billing.

14. The hourly fee can be changed at any time by mutual agreement of the parties and reduced to writing and signed by both parties.

15. It is further understood and agreed that this agreement does not waive the requirement of any applicant to obtain any other separate permit as required by law. Such permits include, but are not limited to, plumbing permits and electrical permits.

16. It is further agreed by the parties hereto that this agreement may be amended at any time by the consent of both parties hereto, and that any such amendment shall be in writing and signed by the parties hereto.

17. It is further agreed by the parties hereto that this agreement may be terminated by either party upon thirty (30) days' written notice to the other party. It is expressly understood that any building under construction at such time of termination shall continue to be inspected as prescribed in this agreement.

18. This agreement shall be nonassignable by either party without having received the prior written consent of the other party.

19. This agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

20. Upon default by either party, the non-defaulting party shall have available to it any and all remedies which may be available, whether at law or in equity. The non-defaulting party shall be entitled to recover any costs or expenses of any kind, including attorneys' fees, which said party shall incur in enforcing its rights under this agreement.

21. The covenants and conditions herein shall be binding upon the successors and assigns in interest of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS OF
OTERO COUNTY, COLORADO

By _____
Jim Baldwin, Chairman

John Hostetler

Rob Oquist

ATTEST:

County Clerk

TOWN OF FOWLER, COLORADO

By _____
Mayor

ATTEST:

Town Clerk

PUBLIC TRUSTEE REPORT
1ST QUARTER REPORT
2022

INCOME

RELEASES:

Manual	56 @ \$	15.00	\$	840.00
Electronic	153 @ \$	15.00	\$	2,295.00

FORECLOSURES

New	13 @ \$	150.00	\$	1,950.00
Redemptions	0 @ \$	50.00	\$	-
Restarts	0 @ \$	75.00	\$	-
Deeds Issued	3 @ \$	30.00	\$	90.00
Withdrawals	2 @ \$	35.00	\$	70.00
Postage & Copies			\$	607.00
E File Recording	13 @ \$	20.00	\$	260.00
E-Fee	13 @ \$	90.00	\$	1,170.00
Publishing	3 @ \$	220.00	\$	660.00
Publishing	0 @ \$	88.00	\$	-
Publishing	0 @ \$	44.00	\$	-
Savings credit			\$	-
Interest Earned	@		\$	-
Interest Earned Savings Account			\$	0.91
deposit from savings to balance			\$	-

TOTAL INCOME \$ 7,942.91

EXPENSES

Publishing	0 @ \$	44.00	\$	-
Publishing	0 @ \$	88.00	\$	-
Publishing	3 @ \$	220.00	\$	660.00
P.T. Fees	\$	-	\$	3,000.00
Legal Fees			\$	-
E-Fee	13 @ \$	90.00	\$	1,170.00
E-file Recording	13 @ \$	20.00	\$	260.00
Envelopes & Postage	1 bx \$	329.60	\$	329.60
Newspaper Subscription 1 yr	@ \$	-	\$	-
Public Trustee Dues	@		\$	-
Misc Checks			\$	-
Savings Deposit			\$	-

TOTAL EXPENSES \$ 5,419.60

TOTAL TO COUNTY TREASURER \$ 2,523.31



 DENNIS SMITH PUBLIC TRUSTEE

OTERO COUNTY SALES TAX REPORT

March 2022



COLLECTED BY COUNTY \$ 24,910.43

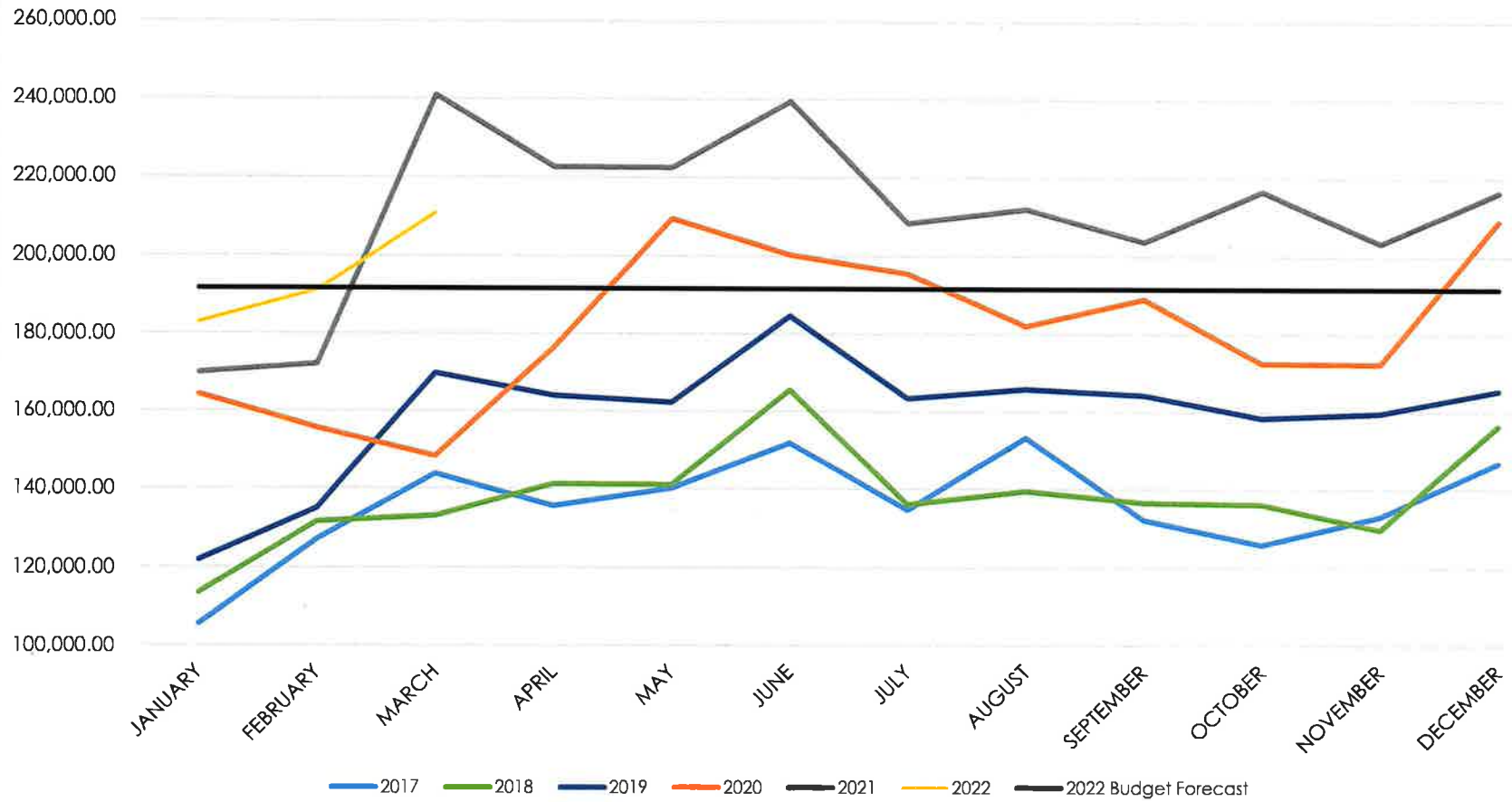
COLLECTED BY STATE \$ 185,981.81

TOTAL COLLECTED **\$ 210,892.24** Received in May 2022

	2017	2018	2019	2020	2021	2022	2022 Budget Forecast	FY2021 vs FY2022			FY2021
								(+/-)	Monthly % of Change	Cumm. % of Change	Cumm. % of Change
JANUARY	105,503.70	113,459.79	121,756.16	164,204.75	169,971.85	182,983.45	191,666.67	13,011.60	7.66%	7.66%	3.51%
FEBRUARY	127,099.50	131,577.49	134,870.23	155,565.19	172,203.77	191,215.64	191,666.67	19,011.87	11.04%	9.36%	7.01%
MARCH	143,664.30	133,034.88	169,740.89	148,242.14	240,998.68	210,892.24	191,666.67	(30,106.44)	-12.49%	0.33%	24.61%
APRIL	135,538.61	141,116.64	163,970.82	176,369.71	222,632.31		191,666.67				25.05%
MAY	140,089.23	140,994.71	162,242.55	209,430.39	222,410.14		191,666.67				20.43%
JUNE	151,779.74	165,524.40	184,727.31	200,329.36	239,552.28		191,666.67				20.27%
JULY	134,639.90	136,107.09	163,345.65	195,467.90	208,403.20		191,666.67				18.13%
AUGUST	153,261.78	139,538.23	165,871.93	182,047.91	212,061.07		191,666.67				17.92%
SEPTEMBER	132,195.69	136,567.68	164,321.69	188,993.15	203,686.69		191,666.67				16.74%
OCTOBER	125,887.10	136,145.07	158,386.93	172,509.80	216,642.84		191,666.67				17.59%
NOVEMBER	133,063.60	129,733.81	159,523.44	172,425.63	203,386.19		191,666.67				17.62%
DECEMBER	146,721.18	156,427.85	165,446.96	209,094.53	216,380.83		191,666.67				16.26%
ACTUAL:	1,629,444.33	1,660,227.64	1,914,204.56	2,174,680.46	2,528,329.85	585,091.33	2,300,000.00	1,917.03			

BUDGET: 1,500,000.00 1,555,746.00 1,614,803.00 1,743,239.00 1,847,833.00 2,300,000.00

Otero County Sales Tax Report



ocw@oterogov.org

Mon 23 May 2022

9am - 10am Public Works / JH, RO, JB, LN, DG

10am - 11am Economic Development

11am - 12pm Department of Human Services / JH, RO, JB, DR

12pm - 1pm Administration / JH, RO, JB

1:30pm - 2:30pm Department of Human Services

1:30pm - 2:30pm Land Use

1:30pm - 3pm Otero County Board of Commissioners Public Hearing / JH, RO, JB

3pm - 4pm SECOR

Tue 24 May 2022

9:30am - 10:30am Courthouse Security

10am - 12pm Otero Construction Conference

3pm - 4pm Brent Frazee - SCEDD

Wed 25 May 2022

9:30am - 12pm TPR - JB

11am - 12pm SECOG/SECED - DB/JB

12pm - 1:30pm VA Director Meeting

1:30pm - 3:30pm Attainable Housing Groundbreaking -- RO

Thu 26 May 2022

All day Accounts Payable - RO

9am - 10:30am CCI Brief

ocw@oterogov.org

Mon 30 May 2022

All day County Offices Closed/Memorial Day

Tue 31 May 2022

All day CCI Summer Conference

Wed 1 Jun 2022

All day CCI Summer Conference

Thu 2 Jun 2022

All day CCI Summer Conference

Mon 6 Jun 2022

10am - 11am Administration / JH, RO, JB

11am - 12pm Emergency Management / JH, RO, JB, DC

2pm - 3pm Work Session

Tue 7 Jun 2022

10am - 12pm Otero Construction Conference

2pm - 5pm Work Session / JH, RO, JB

Wed 8 Jun 2022

10am - 11am SCEDD - RO

10:30am - 12pm RESADA / JH, DR

12:30pm - 4pm Ark River Basin Roundtable / AW

4pm - 5pm Historic Preservation

ocw@otero.gov

Thu 9 Jun 2022

10am - 1pm Gallagher

Fri 10 Jun 2022

All day Accounts Payable - RO

Mon 13 Jun 2022

9am - 10am Public Works / JH, RO, JB, LN, DG

10am - 11am Economic Development

11am - 12pm Department of Human Services / JH, RO, JB, DR

12pm - 1pm Administration / JH, RO, JB, AT

1:30pm - 2:30pm Department of Human Services

1:30pm - 3pm Otero County Board of Commissioners Public Hearing / JH, RO, JB