



13 West 3rd Street Room 212 La Junta, Colorado 81050

OTERO COUNTY ROAD & BRIDGE FACILITIES POST FIRE REDEVELOPMENT

November 24, 2025

Project: Otero County Road & Bridge Shop, Office, and Storage Facilities

Location: 103 6th Street, Fowler CO 81039

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GENERAL INFORMATION

PROJECT OVERVIEW

Otero County is soliciting proposals from qualified contractors to reconstruct a shop and office facility that was destroyed by fire and construct a new sand/equipment storage building. Both facilities will be located on county-owned land at 103 6th Street, Fowler, CO 81039.

The scope of work includes the following facilities:

1. Shop and Office Facility

- Construct a new pre-engineered metal building, fully warrantied and insured, approximately 3,750 sq. ft. on the existing foundation at the original location.
- The previous building included a 12' x 16' office and an 8' x 12' restroom; the replacement shall maintain this program.
- The shop area will be used for maintenance, storage, and office functions, including vehicle storage and welding activities.
- See Attachment A - Insurance Adjuster's Estimate, provided for reference only. This document is available as a separate file on the Otero County website under the Bids & Proposals section at: <https://oterocounty.colorado.gov/bids-proposals>.

2. Sand/Equipment Storage Facility

- Construct a 40' x 100' metal equipment/sand storage building with a 16' eave height on the south end of the parcel.
- The building shall have a stem wall foundation and dirt floor and will be primarily used for storage.

SCOPE OF WORK

The selected contractor shall:

- Provide complete design, engineering (as required), and construction services for the following:
 - Shop and Office Facility
 - Sand and Equipment Storage Facility

- Coordinate with Otero County on site access, project timeline, safety requirements, and infrastructure needs.
- Include all necessary labor, equipment, materials, inspections, and permits (Otero County permit fees will be waived).
- Submit a detailed project schedule, including proposed start and completion dates.
- Provide separate itemized cost estimates for:
 - Shop and Office Facility
 - Sand and Equipment Storage Facility
- Identify subcontractors and their roles (if applicable).
- Provide a detailed safety plan and comply with OSHA standards.

TECHNICAL SPECIFICATIONS

The section provides detailed design and construction requirements for the Road & Bridge Shop, Office, and Sand/Equipment Storage Facilities. Contractors must comply with all specifications listed below and applicable building codes. Any deviations must be approved in writing by Otero County.

Table 1: Shop and Office Facility Specifications

Category	Specification
General Description	<ul style="list-style-type: none">• Pre-engineered metal building fully warrantied and insured, approximately 3,750 sq. ft., constructed on existing foundation.
HVAC	<ul style="list-style-type: none">• Radiant tube heaters in the shop with programmable thermostat, baseboard heater in the restroom, and a mini-split unit in the office for heating and cooling.
Fire Protection	<ul style="list-style-type: none">• A fire alarm system is not required.• County provides exemption from fire sprinkler requirements.• Contractor shall confirm exemption in writing with the County Building Official.
Insulation	<ul style="list-style-type: none">• Spray foam insulation on shop walls and ceilings; fire-retardant foam is not required.• Install a 6-ft pro panel on the north wall.
Overhead Doors	<ul style="list-style-type: none">• Two (2) new overhead doors: 16' x 16' with electric openers (or option of 14' x 14' opening).• Overhead doors should include operators (no remotes).
Security	<ul style="list-style-type: none">• No security system or cameras are required.
Structural Responsibility	<ul style="list-style-type: none">• The contractor shall engage a licensed structural engineer to inspect the existing foundation and provide stamped structural plans certifying its adequacy for the proposed pre-engineered building.
Electrical	<ul style="list-style-type: none">• New 200 Amp single-phase service to shop.• Rewire shop power and lighting to previous layout.• Two wall packs on the south side and two wall packs on the north side.• 220 plugs on south wall between shop bay doors for power washer.• 220 plugs on the north wall for welders.

	<ul style="list-style-type: none"> All electrical work shall comply with the latest edition of the National Electrical Code (NEC).
Plumbing	<ul style="list-style-type: none"> Connect to existing salvaged stubs. Shop style sink, urinal, and toilet on north wall of restroom. 5-gallon hot water heater. Water supply line to power washer on the south wall between shop bay doors.
Compressed Air & Supply Lines	<ul style="list-style-type: none"> Install compressed air line from compressor location on south wall between garage doors up and across ceiling and back down north wall to four hose outlets on south wall. Each outlet will have a condensate trap and quick connect hose outlet. The airline will be 1" schedule 40 steel pipe.
Office and Bathroom	<ul style="list-style-type: none"> Office: 12' x 16' Bathroom: 8' x 12'
Windows and Doors	<ul style="list-style-type: none"> One 36" x 36" window in the office on the south wall. Interior doors: 2 (office and restroom). Exterior steel doors: 1 on the south side and 1 on the north side. Otero County will supply door hardware for the south door.
Finishes	<ul style="list-style-type: none"> County will provide the approved paint color. The contractor shall prime and paint all the interior walls and ceilings of the office, bathroom, and shop areas. Flooring: No flooring installation is required. Rubber base: Install standard 4-inch rubber cove base throughout applicable areas.
Mezzanine	<ul style="list-style-type: none"> 4'-0" wide steel stair with steel handrail and 1 removable section along the lower wall. Drywall: ½" thick, insulated, taped, joint compound, and smooth finish.

	<ul style="list-style-type: none"> Plywood: ¾" for mezzanine floor and ½" for exterior walls.
Phone and Data	<ul style="list-style-type: none"> Excluded; provided by Otero County.
Design Loads and Code Compliance	<p>Structures shall meet the following design criteria and comply with adopted building codes:</p> <p>Design Criteria</p> <ul style="list-style-type: none"> Snow Load: 25 lbs live load / Combination 35 lbs live & dead load Frost Depth: 26 inches Wind Load: 95 mph <p>Adopted Codes: IBC 2006, IRC 2006, IMC 2006, IFGC 2006, IECC 2018, UCADB 1997</p>

Table 2: Sand and Equipment Facility Specifications

Category	Specification
General Description	<ul style="list-style-type: none"> Metal equipment/sand storage building located on the south end of the parcel, primarily for storage use.
Building Dimensions	<ul style="list-style-type: none"> 40 ft x 100 ft
Eave Height	<ul style="list-style-type: none"> 16 ft (south end of parcel)
Foundation	<ul style="list-style-type: none"> Stem wall
Floor	<ul style="list-style-type: none"> Dirt floor
Primary Use	<ul style="list-style-type: none"> Equipment and sand storage
Electrical	<ul style="list-style-type: none"> 200-amp single-phase service to shop. Overhead lights with wall switch. Two-dusk-to-dawn exterior lights. 10 GFCI outlets spaced evenly inside All electrical work shall comply with the latest edition of the National Electrical Code (NEC).

Clearance	<ul style="list-style-type: none"> • Maintain 5 ft from south property line for installation and maintenance
Drainage	<ul style="list-style-type: none"> • Follow existing patterns; no storm drain tie-in
Security	<ul style="list-style-type: none"> • No security system or cameras are required.
Additional Features	<ul style="list-style-type: none"> • County will provide internal dividers and operational components.
Design Reference	<ul style="list-style-type: none"> • Similar to Swink shop sand shed. See Attachment B – Swink Shop Sand Shed Reference Drawings. This document is posted as a separate file on the Otero County website under the Bids & Proposals section at: https://oterocty.colorado.gov/bids-proposals.

GENERAL CONDITIONS AND ADDITIONAL NOTES

All respondents agree to the conditions of this RFP, including, but not limited to the following:

1. Mandatory Site Visit

- Scheduled for **January 8th, 2026, at 9:00am**
- Location: 103 6th Street, Fowler CO 81039
- Contact: Darren Garcia, Facilities Manager
Email: dgarcia@oterogov.org
- Attendance is required for proposal eligibility. Failure to attend will result in disqualification.

2. Submission Rules

- All submittals become the property of Otero County and will not be returned.
- Late submittals will NOT be accepted or evaluated.
- Proprietary restrictions:
 - Must be clearly on a cover sheet.
 - Blanket claims will not be accepted; specific restrictions only.
 - Cost proposals will be considered proprietary.

3. Legal Terms

- The County reserves the right to reject any or all proposals for non-compliance.
- The County is not liable for any costs incurred in proposal preparation or negotiations.

- All agreements shall be governed by Colorado law.
- Jurisdiction: Courts of Otero County, Colorado.
- Respondent must obtain all required local and State permits and provide proof to the County.
- Otero County building permit fees will be waived.

4. Additional Notes

- Survey available: Attachment C - *Fowler Shop Land Survey Plat*. This document is posted as a separate file on the Otero County website under the Bids & Proposals section at <https://oterocounty.colorado.gov/bids-proposals>.
- Soils report: Must be provided by the General Contractor (GC).
- GC's structural engineer will perform inspections; no third-party inspector will be hired.
- No storm water detention or development plan required.
- GC's civil engineer shall provide grading and utility plans.
- No additional site improvements (repaving, parking, or sidewalks) are required.
- County will pay for all new development fees and utility taps.

PROPOSAL REQUIREMENTS

Proposals must include, at a minimum, the following components:

1. Cover Letter

- Briefly introduce your company and express intent to perform the work.
- Include statement confirming compliance with all requirements of this RFP.
- Signed by the principal-in-charge.

2. Estimated Project Timeline

- Provide a detailed timeline for both facilities:
 - Shop and Office Facility
 - Sand/Equipment Storage Facility
- Include key milestones for permitting, utility connections, demolition (if applicable), and construction activities.

3. Cost Proposal

- Submit itemized cost estimates for each facility:
 - Shop and Office Facility
 - Sand/Equipment Storage Facility
- Provide separate totals for each facility.
- Complete Exhibit C: Cost Proposal.

4. Identification of Key personnel and Subcontractors

- List names, roles, and responsibilities.
- Include subcontractors and their roles (if applicable).

5. Completed Exhibits:

- Companies must complete, sign, and return all required exhibits with their proposal. Failure to submit any required exhibit may result in disqualification.
- Required Exhibits:
 - **Exhibit A:** Company Information Form
 - **Exhibit B:** Acknowledgment of Addenda
 - **Exhibit C:** Insurance Acknowledgment
 - Certificates of insurance will be required within ten (10) days of Notice of Intent to Award.
 - **Exhibit D:** Cost Proposal
 - **Exhibit E:** Certification of Compliance

6. Technical Considerations

- Address permitting requirements, utility connections, demolition (if applicable), and construction activities.
- Proposals must include a statement confirming compliance with all requirements in this Request for Proposal (RFP), including Technical Specifications and General Conditions.

SCHEDULE

The following is the anticipated schedule for the proposal process and project timeline:

Activity	Date
RFP Released	November 24, 2025
Mandatory Site Visit	January 8, 2026 – 9:00 AM MST
Questions Due	January 15, 2026 – 5:00 PM MST
Answers Issued	January 22, 2026
Proposals Due	January 29, 2026 – 5:00 PM MST
Selection Announced	February 5, 2026
Contract Negotiation	February 6 – 20, 2026
Project Start (Estimated)	February 23, 2026

Note: This schedule is **tentative**. Any schedule changes will be posted on the Otero County website under the Bids & Proposals section at: <https://otero county.colorado.gov/bids-proposals>. Respondents are responsible for checking for updates.

SUBMISSION INSTRUCTIONS

All proposals must be submitted **electronically**. Hard copies will not be accepted.

1. Submission Details

- **Recipient:** Kaysie Schmidt, Otero County Administrator
- Email: kaysie.schmidt@ot erogov.org
- **Subject Line:** *Proposal – Otero County Road & Bridge Facilities Redevelopment*
- **File Format:** Submit as a **single PDF file** (maximum size: 25 MB recommended).
- **Deadline:** Proposals must be received by **January 29, 2026, at 5:00 PM MST**.

Late or incomplete submissions will not be considered.

2. Important

- The physical address is provided for reference only:
13 West 3rd Street, Room 212, La Junta, Colorado 81050

CLARIFICATIONS

Owner-initiated changes and bidder questions will be managed through formal addenda and written communication only.

1. Addenda

- Any changes to this RFP will be issued as numerically sequenced addenda.
- Addenda will be posted on the Otero County website under the **Bids & Proposals** section at: <https://oterocounty.colorado.gov/bids-proposals>.
- Respondents are responsible for reviewing and acknowledging all addenda.
- No oral interpretation will be considered official.

2. Questions

- All questions or requests for clarification must be submitted in writing via email to:
Kaysie Schmidt, Otero County Administrator
Email: kaysie.schmidt@oterogov.org
- Deadline for questions: **January 15, 2025, at 5:00 PM MST.**
- Responses will be issued through an official addendum posted on the website.

ADDITIONAL TERMS

1. Formal Agreement

All work performed under this RFP will be governed by a formal agreement with Otero County (see sample agreement included).

2. Right to Reject

Otero County reserves the right to reject any and all proposals, in whole or in part, at its sole discretion.

3. Ownership of Materials

All materials submitted in response to this RFP become the property of Otero County and will not be returned.

4. Compliance with Laws

The successful contractor must comply with all applicable federal, state, and local laws, regulations, and Otero County policies.

5. Confidentiality

Any proprietary or sensitive information obtained during the performance of work shall remain confidential and may not be disclosed without prior written consent from Otero County.

6. Indemnification

The contractor shall indemnify and hold harmless Otero County, its officers, and employees from any claims, damages, or liabilities arising from the contractor's performance under this agreement.

7. Insurance Requirements

The contractor must maintain insurance coverage as specified in the sample agreement.

8. Amendments and Cancellation

Otero County reserves the right to amend or cancel this RFP at any time without liability.

9. No Obligation to Award

Issuance of this RFP does not obligate Otero County to award a contract or pay any costs incurred in the preparation of a proposal.

ATTACHMENTS

The following documents are provided as separate files on the Otero County website under the Bids & Proposals section at: <https://oteroconomy.colorado.gov/bids-proposals>.

- Attachment A – Insurance Adjuster's Estimate (*provided for reference only*)
- Attachment B – Fowler Shop Land Survey Plat
- Attachment C – Swink Shop Sand Shed Reference Drawings

EXHIBIT A – COMPANY INFORMATION FORM

Please complete all the fields below. This form provides Otero County with essential contact and business information for your company. Ensure accuracy, as this information will be used for official communications and contract documentation. This exhibit must be completed, signed, and returned with your proposal.

Company Name: _____

Legal Business Name (if different): _____

Mailing Address: _____

City/State/Zip: _____

Website: _____

Primary Contact Name: _____

Title: _____

Phone: _____

Email: _____

Federal Tax ID/EIN: _____

Type of Business: _____

State of Incorporation: _____

Years in Business: _____

Authorized Representative (Print): _____

Title: _____

Signature: _____

Date: _____

EXHIBIT B - ACKNOWLEDGMENT OF ADDENDA

List all addenda received and acknowledged. If no addenda were issued, write “None.” This exhibit must be completed, signed, and returned with your proposal.

The undersigned acknowledges receipt of the following addenda:

Addendum No.	Date Received

Company Name: _____

Authorized Representative (Print): _____

Signature: _____

Date: _____

EXHIBIT C – INSURANCE ACKNOWLEDGEMENT

The Contractor agrees to maintain insurance throughout the life of the project as follows:

1. Liability Insurance Coverage

Contractor shall maintain business liability insurance in the minimum coverage amount of:

- \$387,000.00 per person
- \$1,093,000.00 per incident
- Contractor shall maintain coverage consistent with CRS § 24-10-114 or as amended.

2. Worker's Compensation Insurance

The Contractor is not entitled to Worker's Compensation coverage through Otero County and shall either:

- Execute a Certification by Independent Contractor, (see CRS § 8-40-202), or
- Provide proof of Worker's Compensation coverage as required by the State of Colorado for all persons employed on the project.

3. Insurance Carrier Requirements

- All insurers of the Contractor must be licensed or approved to do business in Colorado.
- Each policy shall state that coverage cannot be canceled without 30 days prior written notice to Otero County.

4. Proof of Insurance

- Certificates of insurance must be provided before work begins.
- Otero County must be listed as an **additional insured** on all policies.
- Policies shall include a **waiver of subrogation** against Otero County.

5. County Rights

- If any policy or insurer becomes unsatisfactory, the Contractor must promptly provide a new policy and certificate.
- Failure to maintain required insurance may result in suspension or termination of the contract.

Acknowledgement

The undersigned has read and understands the insurance requirements and agrees to provide the required coverage within ten (10) days of Notice of Intent to Award.

Company Name:

Authorized Representative (Print):

Signature:

Date:

Insurance Agency:

Agent Name:

Agent Phone:

Agent Email:

EXHIBIT D - COST PROPOSAL

Provide separate itemized cost proposals for each facility listed below. Complete all fields and sign where indicated. Attach any supporting documentation as required.

Estimated				
Facility	Total Cost	Start Date	Duration (days)	Completion Date
1: Shop and Office Facility				
2: Sand/Equipment Storage Facility				

Company Name: _____

Authorized Representative (Print): _____

Signature: _____

Date: _____

Conditions:

- Otero County reserves the right to reject any and all proposals and waive any requirements if deemed in the County’s best interest.
- No proposal is deemed accepted until a formal contract is executed.
- Proposals will remain confidential until the official bid opening in accordance with Colorado procurement law.

EXHIBIT E - CERTIFICATION OF COMPLIANCE WITH C.R.S. § 8-17.5-101–

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Otero County, the undersigned Company hereby certifies that:

- The Company **does not knowingly employ or contract with an illegal alien** who will perform work under the contract for services; and
- The Company will participate in the **E-Verify Program** or **Department program**, as those terms are defined in C.R.S. § 8-17.5-101, et seq., as amended, to confirm the employment eligibility of all employees who are newly hired to perform work under the contract for services.
- The Company agrees to maintain compliance throughout the term of the contract.
- Failure to comply may result in termination of the contract and other remedies as provided by law.

Company Name: _____

Authorized Representative (Print): _____

Signature: _____

Date: _____

Note: Registration for the E-Verify Program can be completed at: <https://www.e-verify.gov/>.

Qualifications made by a respondent in executing this form may render a submittal non-responsive as determined by the County.

SAMPLE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by the **BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY, COLORADO**, hereinafter referred to as "County", and **XXXXXX**, hereinafter referred to as "Contractor".

WHEREAS, the County advertised a "Request for Proposals" for XXXXXX and

WHEREAS, the Contractor was the successful bidder; and

WHEREAS, the parties wish to enter into an Agreement 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 hereby agree as follows:

1. **RELATIONSHIP**: The parties to this Agreement intend that the relationship between them created by this Agreement is that of owner and independent contractor. No agent, employee or servant of Contractor shall be or shall be deemed to be the agent, employee or servant of the County. The manner and means of conducting the work are under the sole control of Contractor. Contractor shall be solely and entirely responsible for its acts and for the acts of Contractor's agents, employees, and servants during the performance of this contract.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of this Agreement, the "Otero County Formal Request for Proposals --- XXXXXX" as concerns a XXXXX and the Contractor's bid documents, hereinafter referred to as the "Contract Documents" that shall be inclusive (PROJECT DESCRIPTION). All of the documents are incorporated by reference herein.

3. **LABOR**: Contractor shall provide and furnish at Contractor's expense all labor, equipment, and supplies, and other items necessary to carry out the work to be performed under the Contract Documents.

All work to be performed under the Contract Documents shall be done in a good and workmanlike manner.

4. **OTHER REQUIREMENTS**:

- (a) Contractor shall obtain any local, State and Federal permits required for this project and provide proof to County. The Otero County permit fees are waived;
- (b) Contractor shall notify Kaysie Schmidt, Otero County Administrator, of its startup date one week before starting the project;
- (c) Contractor shall coordinate its work so as to not interfere with the activities of the

Sheriff's staff and public;

- (d) Contractor shall be responsible for the cost of repair for any damage done by Contractor (or a subcontractor) while doing the work required under this Agreement;

5. RATE OF PROGRESS: The Contractor is to maintain a rate of progress in the work which will result in the project completion by XXXXX..

6. CONSIDERATION: County shall pay Contractor the sum of \$XXXX for the performance of the work described in the Contract Documents.

County shall pay Contractor for its services as follows:

- (a) The Contractor may submit a request for payment upon completion of the each step of the project. Payment will be made within twenty (20) days of receipt of invoice;
- (b) The County will withhold 5% of the request for payment and will release the withheld 5% upon the County's approval of the successful completion of the project as determined by the County at its sole discretion;

7. INSURANCE: The Contractor shall secure and maintain during the life of the project such insurance from an insurance company authorized to write casualty insurance in the State of Colorado as will protect Contractor and the County from claims for bodily injury, death, or property damage which may arise from operations under this Agreement. The Contractor shall not commence work under this Agreement until it has obtained all insurance required under this section and shall have filed the certificate of insurance or the certified copy of insurance policy with the County. Each insurance policy shall contain a clause providing that it will not be canceled by the insurance company without a minimum of ten (10) days written notice to the County of intention to cancel. The types/amounts of such insurance shall be not less than the following:

- (a) Liability Insurance Coverage. Contractor shall maintain business liability insurance in the minimum coverage amount of \$387,000.00 per person or \$1,093,000.00 per incident. County shall be listed as an additional insured on said policy. Contractor shall maintain coverage consistent with C.R.S. § 24-10-114 or as amended, and ensure all policies meet statutory requirements.
- (b) Contractor will secure and maintain during the term of this Agreement Worker's Compensation Insurance Coverage as required by the State of Colorado for all persons employed on this project and shall provide proof thereof to County prior to commencing work on the project **or** shall execute a Certification by Independent Contractor, pursuant to C.R.S. 8-40-202, prior to beginning work.

8. INDEMNITY: Contractor shall indemnify and hold harmless County and its employees from and against any and all liability, loss, damage, expense, fine or penalty, including, but not limited to, attorney's fees, in connection with the performance of this Agreement or by conditions created thereby. Contractor shall further indemnify and hold harmless County against any and all claims or actions based upon

or arising out of damage, injury or death to persons or property caused by or sustained in connection with the performance of this Agreement or by conditions created thereby or based upon any violation of any State or Federal statute, ordinance or regulation and the defense of any such claims or actions, including, but not limited to, reasonable attorney's fees, expenses, damages, fines or penalties.

Contractor also indemnifies County against all liability and loss in connection with and shall assume full responsibility for payment of all Federal, State or local taxes or contributions imposed or required under unemployment insurance, Social Security and income tax laws or Workmen's Compensation with respect to Contractor's employees engaged in the performance of this agreement.

9. **INDEPENDENT CONTRACTOR.** IT IS EXPRESSLY ACKNOWLEDGED BY INDEPENDENT CONTRACTOR THAT IT IS 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. INDEPENDENT CONTRACTOR UNDERSTANDS AND AGREES THAT COUNTY WILL NOT PAY OR WITHHOLD ON BEHALF OF INDEPENDENT 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. INDEPENDENT CONTRACTOR AGREES THAT ALL SUCH PAYMENTS AND WITHHOLDINGS, IF ANY, ARE THE SOLE RESPONSIBILITY OF INDEPENDENT CONTRACTOR, AND INDEPENDENT CONTRACTOR HEREBY WARRANTS AND REPRESENTS THAT INDEPENDENT CONTRACTOR WILL MAKE ALL SUCH PAYMENTS AND WITHHOLDINGS. INDEPENDENT CONTRACTOR AGREES TO HOLD COUNTY HARMLESS AS CONCERNS ANY CLAIM ARISING OUT OF COUNTY'S FAILURE TO WITHHOLD ANY AMOUNT FROM INDEPENDENT CONTRACTOR'S COMPENSATION.

10. **WARRANTIES:** Contractor warrants and guarantees that all testing results will comply with trade standards and may be relied upon by the County. Failing this standard, the Contractor will bear sole liability in rectifying the situation.

11. **NON-LIABILITY OF THE COUNTY:** It shall be understood and acknowledged that County does not assume any liability for any charges made by any design firm, registered engineer, architect, consultant, partnership or individual who may have in any way contributed to the plans used in bidding this project.

12. **VALID FEES AND CHARGES:** No charges or fees will be considered as an obligation of County which are not specifically included in the Contract Documents.

13. **NONDISCRIMINATION:** In connection with the performance of work under this agreement, Contractor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin, or ancestry, and further agrees to insert the foregoing provision in all contracts hereunder.

14. **LEGAL COMPLIANCE:** Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, codes and regulations in any manner affecting the conduct of work, and all such orders

and decrees as exist, or may be enacted by bodies or tribunal having any jurisdiction or authority over the work and shall indemnify and save harmless County and the engineer, if any, against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by Contractor or Contractor's employees.

15. PUBLIC NUISANCE: Contractor shall at all times conduct its work so as to insure the least possible obstruction to traffic and inconvenience to the general public and to insure the protection of persons and property. Contractor shall provide adequate signs and take all necessary precautions for the protection of the work and the public.

16. CHANGES IN WORK: County may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation and time of completion affected by the change will be adjusted at the time of ordering such change and reduced to writing and signed by the parties and shall become a part of the Contract Documents.

17. ADDITIONAL INSTRUCTIONS: Additional drawings or instructions may be issued by County during the progress of the work to clarify work to be done.

18. DISCREPANCIES: Any discrepancies in the Contract Documents shall be called to the attention of the County by Contractor before proceeding with the work.

19. INTENT OF CONTRACT DOCUMENTS: The intent of the Contract Documents is that Contractor furnish all labor, equipment, supplies and supervision necessary for the proper execution of the work unless specifically noted otherwise. Contractor shall do all the work shown in the Contract Documents and all incidental work considered necessary to complete the project in a substantial and acceptable manner.

20. CONTRACT DOCUMENTS AT JOB SITE: One complete set of all Contract Documents shall be maintained by Contractor at the job site and shall be available to County at all times when the work is in progress.

21. COUNTY'S RESPONSIBILITIES AND AUTHORITY: County shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the fulfillment of the Contract Documents on the part of Contractor.

22. CONFIDENTIALITY OF INFORMATION: Subject to the Colorado Public (Open) Records Act, Section 24-72-102, *et. seq.*, C.R.S., as amended ("CORA"), Contractor will hold in strictest confidences all information furnished by the County or others during the performance of services, including the results of any reports or investigations or observations made by Contractor or communicated to Contractor during the performance of its services. Contractor shall not disclose such information to others without the prior written consent of the County or as may be required by law or court order.

23. RECORDS. Contractor agrees and promises to keep and maintain reasonable records of activities performed under this contract for a period of three years from the date of this Agreement. Contractor agrees to permit access to Contractor's records as may be necessary for analysis purposes in determining compliance with the terms of this Agreement.

24. COUNTY'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK: County will have the right to terminate this Contract for default after giving ten days' written notice of termination to Contractor and upon Contractor receiving written notice from County stating cause for such action. In the event of such termination, County may take possession of the work and may finish the work by whatever method and means it may select. In addition, upon default, County may take any action allowed at law or in equity, including, but not limited to, an action for damages or specific performance. Any remedy pursued will be at County's sole discretion. It will be considered a default by Contractor whenever it shall:

- A. Declare bankruptcy, become insolvent, or assign its assets for the benefit of its creditors.
- B. Disregard or breach provisions of the Contract Documents or County's instructions, or fail to prosecute the work according to an agreed schedule, including extensions thereof;
- C. Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

25. SUBCONTRACTS: At the time when requested by County, Contractor shall submit in writing to County, for approval by County, the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the approval of County. Contractor is responsible to County for acts and omissions of its subcontractors, as he is responsible for the acts and omissions of its employees. The Contract Documents shall not be construed as creating any contractual relation between any subcontractors and County. Contractor shall bind every subcontractor by the terms of the Contract Documents. In the event Contractor uses subcontractors, Contractor shall provide proof of liability insurance coverage for said subcontractors to County prior to commencing work on this project.

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.

26. ASSIGNMENT: This Agreement shall be non-assignable by the Contractor without having received the prior written consent of the County.

27. 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.

28. ENTIRE AGREEMENT: This Agreement contains the final and entire agreement between the parties and is intended to be an integration of all prior understandings. The parties shall not be bound by terms, conditions, statements or representations not contained herein.

29. MODIFICATION: No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

30. ATTORNEY'S FEES: In the event County is obligated to incur attorney's fees as a result of the

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.

31. AUTHORITY TO SIGN/BIND: This Agreement shall be effective upon signature of both parties' authorized officials, and by so signing those officials represent that they do have the authority to legally bind their respective entities.

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF OTERO COUNTY, STATE OF
COLORADO

By _____
County Clerk

By _____
Chairman

CONTRACTOR

STATE OF _____)
County of Otero) ss.
)

By: _____
Name:
Title: President

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public