



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

REQUEST FOR PROPOSALS (RFP)

Otero County Attorney Legal Services

RFP No.: 2025-03

Issued by: Otero County, Colorado

Release Date: December 8, 2025

Proposal Due: December 29, 2025, at 5:00 PM MST

Submit Proposals To:

Kaysie Schmidt, County Administrator

Email: kaysie.schmidt@oterogov.org

Proposals must be submitted electronically in PDF format to the email address listed above.

Questions: Email kaysie.schmidt@oterogov.org

Questions must be submitted by December 15, 2025, at 5:00 PM MST.

Document Version: 1.0 | **Status:** Final

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GENERAL INFORMATION

PROJECT OVERVIEW

Otero County is issuing this Request for Proposals (RFP) to obtain experienced legal counsel that will ensure compliance with applicable laws, safeguard the County's interests, and provide proactive legal guidance. The County seeks a responsive and knowledgeable attorney or law firm with demonstrated expertise in local government law and the ability to deliver timely, practical solutions to complex legal issues.

The selected provider will serve as County Attorney, acting as legal counsel to the Board of County Commissioners and advising the County Administrator, elected officials, and department heads on matters impacting County operations. This includes governance, compliance, litigation, and specialized legal issues.

Operating under Colorado law, Otero County requires ongoing legal support for drafting and reviewing legal documents, interpreting statutes and regulations, and representing the County in administrative and judicial proceedings. The County Attorney plays a critical role in protecting the integrity of County governance and ensuring that decisions align with legal requirements and best practices.

SCOPE OF SERVICES

The County Attorney will be expected to:

1. Governance & Advisory

- Attend regular and special meetings of the Board of County Commissioners as requested.
- Provide legal advice and written memoranda to the Board of County Commissioners, elected officials, and department heads on governance, contracts, personnel, compliance, and any legal issue impacting County operations.
- Advise on land use, zoning, and code enforcement issues.

2. Document Preparation & Review

- Assist in negotiating and preparing contracts, leases, deeds, easements, and other legal documents.
- Develop and draft resolutions, ordinances, and regulations, and review them for legal sufficiency.

3. Practice Areas

- Handle areas of practice including, but not limited to: local government law, employment and personnel law; housing law; land use and zoning; road and bridge issues; construction law; real property law; 1041 matters; water law; open meetings and records; conservation easement law; landfill issues; animal control issues; intergovernmental agreements; insurance issues; public finance and budget law; elections law; public health law; environmental and natural resources law; contracts and procurement law; risk management; public records and data privacy; emergency management; ethics and compliance; and, as needed, criminal law and bankruptcy law.

4. Litigation & Representation

- Represent the County in litigation in state and federal courts as required.
- Provide legal counsel and representation on special projects and special districts.
- Represent the County in legal matters concerning the Board of County Commissioners, other elected officials, and County departments in meetings, administrative hearings, public hearings, and court proceedings.

5. Compliance

- Ensure compliance with state and federal laws affecting County operations.

6. Research & Analysis

- Conduct legal research, interview County officials, employees, and witnesses, prepare court filings, and handle other matters in preparation for trial and/or hearings.
- Read and interpret Colorado Revised Statutes, analyze court decisions, legal procedures, documents, statutes, and regulations.
- Prepare complex legal documents, opinions, pleadings, and briefs.
- Analyze, appraise, and organize facts, evidence, and precedents in complex cases and present material clearly in oral or written form.

7. Collaboration & Efficiency

- Establish and maintain effective working relationships with County employees, representatives of other agencies, and members of the community.
- Efficiently gather, analyze, and evaluate facts and law.
- Perform occasional legal functions for the Otero County Department of Human Services.

MINIMUM QUALIFICATIONS

Applicants must meet or exceed the following requirements:

- Possess a Juris Doctorate, licensed to practice law in Colorado, and remain in good standing with the Colorado Supreme Court.
- Minimum of five years practicing law, with at least three years in municipal or county government law.
- Demonstrated litigation experience representing public entities.
- Strong knowledge of Colorado Revised Statutes and local government regulations.
- Ability to provide timely, clear, and responsive legal services.
- Proficiency in standard office software and judicial/legal applications.
- Maintain professional liability insurance coverage.
- No disciplinary actions within the past five years.

PROPOSAL REQUIREMENTS

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

1. Cover Letter

- Introduction: Briefly introduce your firm or attorney, including name, address, and contact information.
- Statement of Interest: Express interest in providing legal services to Otero County
- Compliance Confirmation: Include a statement confirming compliance with all requirements of this RFP.
- Commitment to Conflict-Free Representation: Affirm that no conflicts of interest exist and that any future conflicts will be disclosed immediately.
- Confidentiality & Ethics: Confirm adherence to attorney-client privilege and Colorado Rules of Professional Conduct.
- Signature: Signed by the principal attorney or authorized representative of the firm.

2. Qualifications

- Detail relevant experience, including county government law, litigation, and representation of public entities.
- Include bar admission details and any specialized certifications.

3. Identification of Key personnel and Subcontractors

- List names, roles, and responsibilities of all key personnel who will provide services.
- Include subcontractors and their roles (if applicable).

4. Scope of Services & Approach

- Provide your understanding of the scope of legal services requested.
- Describe your approach and methodology for handling County matters, including communication protocols, response times, and availability for meetings.

5. References

- Provide at least three references from similar engagements, including contact information and a brief description of services provided.

6. Fee Structure

- Outline hourly rates, retainer options, or other pricing models.
- Specify whether travel time, mileage, or administrative cost are included.

7. Insurance

- Provide proof of professional liability coverage and specify coverage limits.

8. Disclosure Statement

- Disclose any disciplinary actions, malpractice claims, or potential conflicts of interest within the past five years.

9. Workload Capacity

- Describe current caseload and ability to prioritize County matters.
- Confirm ability to attend County meetings (in-person or virtual).

10. Optional Value-Added Services

- Describe any additional services or benefits offered (e.g., staff training, policy development support).

11. Completed Exhibits:

- Attorneys or Law Firms 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:** Attorneys or Law Firm 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:** Certification of Compliance
 - **Exhibit E:** Conflict of Interest Disclosure Form

CONFLICT OF INTEREST DISCLOSURE

Proposers must disclose any potential conflicts of interest with Otero County, its officials, or employees. This includes any relationships, financial interests, or other circumstances that could reasonably be perceived as a conflict. Failure to disclose may result in disqualification. If no conflicts exist, proposers must include a statement affirming that no conflicts are known.

EVALUATION CRITERIA

Proposals will be evaluated based on:

- Relevant experience and qualifications.
- Responsiveness and completeness of proposal.
- Cost and fee structure.
- References and past performance.
- Local knowledge

SCHEDULE

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

Activity	Date
RFP Released	December 8, 2025
Questions Due	December 15, 2025– 5:00 PM MST
Answers Issued	December 22, 2025
Proposals Due	December 29, 2025 – 5:00 PM MST
Proposal Review and Evaluation	December 30, 2025 - January 2, 2026
Selection Announced	January 5, 2026
Contract Execution	January 6-9, 2026
Contract Start (Estimated)	January 12, 2026

Note: This schedule is **tentative**. Any schedule changes will be posted on the Otero County website under the Bids & Proposals section at: <https://oteroconomy.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@oteroconomy.org
- **Subject Line:** *Proposal – Otero County Legal Services*
- **File Format:** Submit as a **single PDF file** (maximum size: 25 MB recommended).
- **Deadline:** Proposals must be received by **December 29, 2025, 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: **December 12, 2025, at 5:00 PM MST**.
- Responses will be issued through an official addendum posted on the website.

GENERAL TERMS AND CONDITIONS

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

1. Submission Rules

- All proposals become the property of Otero County and will not be returned.
- Late proposals will not be accepted or evaluated.
- Proprietary information must be clearly identified on a separate cover sheet. Blanket claims will not be accepted; only specific restrictions will be honored.
- Proposals will remain confidential until the official bid opening in accordance with Colorado procurement law.

2. Legal Terms

- All agreements shall be governed by Colorado law.
- Jurisdiction: Courts of Otero County, Colorado.
- The County is not liable for any costs incurred in proposal preparation or negotiations.
- Respondents must comply with all applicable federal, state, and local laws.

- The County reserves the right to reject any or all proposals for non-compliance.

3. Contractual Terms

- A formal agreement will govern all work performed under this RFP (see Appendix A: Sample Agreement).
- Proposers must review Appendix A and disclose any requested exceptions in their proposal.
- The successful proposer must maintain insurance coverage as specified in the agreement.
- The contractor shall indemnify and hold harmless Otero County, its officers, and employees from any claims, damages, or liabilities arising from performance under this agreement.

4. Rights and Disclaimers

- Otero County reserves the right to reject any or all proposals, waive informalities, and negotiate terms.
- Issuance of this RFP does not obligate Otero County to award a contract.
- Otero County may amend or cancel this RFP at any time without liability.
- No proposal is deemed accepted until a formal contract is executed.

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. Non-Collusion

- By submitting a proposal, the respondent certifies that the proposal is made without prior understanding, agreement, or connection with any other respondent and is in all respects fair and without collusion or fraud.

REQUIRED EXHIBITS

EXHIBIT A: ATTORNEY OR LAW FIRM INFORMATION

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.

Attorney or Law Firm Name:

Legal Business Name (if different):

Mailing Address:

City/State/Zip:

Primary Contact Name:

Title:

Phone:

Email:

Federal Tax ID/EIN:

Type of Business:

State of Incorporation:

Years in Practice:

Colorado Bar Number(s):

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

Attorney or Law Firm 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.

Attorney or Law Firm Name:

Authorized Representative (Print):

Signature:

Date:

Insurance Agency:

Agent Name:

Agent Phone:

Agent Email:

EXHIBIT D - CERTIFICATION OF COMPLIANCE

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.

Authorized Signature: _____

Printed Name: _____

Title: _____

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.

EXHIBIT E – CONFLICT OF INTEREST DISCLOSURE FORM

RFP Title: Otero County Attorney Legal Services

Proposer Name: _____

Firm Name (if applicable): _____

Address: _____

Phone: _____

Email: _____

Conflict of Interest Disclosure

Proposers must disclose any potential conflicts of interest with Otero County, its officials, or employees. This included any relationships, financial interests, or other circumstances that could reasonably be perceived as a conflict.

- ☐ No known conflicts of interest exist.
(If checked, skip to Certification section.)
- ☐ The following potential conflicts of interest exist:
(Provide details below. Attach additional pages if necessary.)

Certification

I certify that the information provided above is true and complete to the best of my knowledge. I understand that failure to disclose a known conflict of interest may result in disqualification from consideration for this RFP.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPENDIX A: SAMPLE AGREEMENT (FOR REFERENCE ONLY)

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, 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 _____, 2025, by _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public