BIDDING INSTRUCTIONS

The following items are part of the proposal for the above noted project. If any of these items are not included with your bid forms, please contact the Moffat County Department of Development Services.

- Bid Package includes General Instructions, Bidding Instructions, Bid Form, Insurance Supplement, Bid Bond, Anti-Collusion Affidavit, Certificate of Intent to Subcontract, Specifications, Bid schedule and Sample Contract.

It is not necessary to return the entire Bid Package for the Bid Opening. **Submittal of the following completed forms is required:**

Bid Form - Pages 3 and 4
Bid Schedule - Page 5
Anti-Collusion Affidavit -Page 9
Certificate of Intent to Subcontract-Page 10
Bid Bond - Page 11

Each Bid over $50,000 must be accompanied by a Bid Guaranty consisting of a properly Certified Check, Cashier's Check or Bid Bond, in the amount of five percent (5%) of the Contractor's bid, without conditions, payable to BOCC**.** The sample Bid Bond included in these bid documents may be used as Bid Guaranty. This is the only acceptable form for a Bid Bond, no other form will be accepted. Bid Guaranties may be held until the contract is awarded, provided the time from bid opening to contract award does not exceed thirty days.

The successful Contractor will be required to furnish Performance and Payment Bonds. Each bid must contain a unit bid price for each item shown in the Bid Schedule, and a completed Certificate of Intent to Subcontract. Failure to include unit bid prices and Certificate may be cause for rejection.

The original of the signed Affidavit relative to collusion shall be submitted by the Contractor with the bid. The bid will be rejected if it does not contain the signed affidavit. The Bid and Bid Guaranty must be placed in one envelope securely sealed and labeled.

CONTRACTOR agrees that work will commence as soon as contract is awarded and be substantially completed on or before 12/31/2026.

CONTRACTOR accepts the provisions of the Purchase of Services Agreement to be issued by BOCC for liquidated damages in said Agreement under Article 2 and as stated below.

LIQUIDATED DAMAGES: If **Applies** ☑ **Does Not Apply** ☐ BOCC and Contractor recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the work is not substantially complete within the time specified in above. They also recognize the delays, expense, and difficulties involved in proving a legal or arbitration preceding the actual loss suffered by BOCC if the work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One-Hundred Dollars ($100.00) for each day that expires after the time specified above for substantial completion until the work is substantially complete.

In regard to Liquidated Damages, BOCC will take into consideration weather conditions that may affect job completion. One day will be given for each day the Contractor is unable to work due to adverse weather conditions.

BID FORM FOR PROJECT NO. 202607 Install a new shop for Moffat County Road & Bridge

TO THE MOFFAT COUNTY BOARD OF COUNTY COMMISSIONERS, Moffat County, Colorado I/We have examined the Plans and Specifications and the site of the proposed work and receipt of Addendum No(s). _____ is hereby acknowledged.

I/We understand and accept the proposition that the Estimate of quantities is approximate only, that the quantities are subject to either increase or decrease and propose to perform any increased or decreased quantities of work at the unit price named in this Bid, except for alterations provided for in the Specifications.

I/We agree that the Invitation for Bids, Bid Requirements and Conditions, the Plans and Specifications, any Special Provisions, and this Bid shall form and be part of the Contract to be signed by me/us if this Bid is accepted, and that I/we will furnish a Contract Bond in a penal sum equal to the estimated contract price, with surety, or sureties, to guarantee the completion of the work and also to guarantee that all material and labor upon this work, or incidental to the completion of this work, shall be fully paid for.

I/We hereby propose to furnish all labor, machinery, equipment, materials and supplies, and to sustain all the expense incurred in doing the work pursuant to Details, Plans, and Specifications in RFP202607, Install a new shop for Moffat County Road & Bridge as advertised by Moffat County, Colorado, 5/13/2026 and 5/20/2026 a copy of which advertisement is attached and made a part hereof.

I/We agree to protect my/our employees on this contract, if awarded to _____ (Contractor), by adequate Workers' Compensation Insurance.

I/We agree that any Extra Work or materials which the BOCC may order in writing is to be paid for either at a lump sum or unit prices agreed upon prior to the commencement of the work, provided that no class or item of work or material was provided for in the specifications, that no class or item of work or material for which a unit bid price is provided in this Bid is to be classified as Extra Work.

I/We hereby agree to execute a Contract and Bond and supply Insurance Endorsement forms provided by the BOCC within fifteen (15) days (or such further time as may be allowed in writing by BOCC) after receiving notification of the Award of Contract based on this bid, and in case I/we do not, the BOCC may proceed to award the contract to another, re-advertise the work for bids, or proceed in any lawful manner they deem advisable, and the accompanying Guaranty shall become forfeited to Moffat County Housing Authority as liquidated damages.

I/We hereby agree to commence the work within thirty (30) days following the date of award unless such time for beginning the work is changed by BOCC in the "Notice to Proceed", and to complete the same within 60 working days in accordance with the "Notice to Proceed".

It is agreed that in case the Contract is awarded to another, this Bid Guaranty, unless forfeited as stated herein, will be returned to: _____

Respectfully submitted,

_____
Signature Date

_____
Name Title

_____
Company Name

_____
Mailing Address

_____
Street Address

_____
City/State/Zip Code

Attest: _____

(SEAL)

Print Clearly:

(_____)_____
Phone

_____
Email

DUNS No.: _____

County of: _____

State of _____

(Bid must be signed in ink by the bidder with the signature in full. When a firm is bidder, the agent who signs the firm name to the Bid shall state, in addition, the names and addresses of the individuals composing the firm. When a corporation is a bidder, the person signing shall state under the laws of what State the corporation was chartered and the name and the title of the officer having authority under the by-laws to sign contracts. The Bid shall also bear the seal of the corporation attested by its secretary. Anyone signing the Bid as agent must file with it legal evidence of his authority to do so. Mailing address, County and State must be given after the signature.)

Each Bid should contain a unit bid price for each item shown in the Scope of Work, a completed Certificate of Intent to Subcontract, and a signed Anti Collusion Affidavit.

BID SCHEDULE

RFP No.: 202607	Description: Install a new shop for Moffat County Road & Bridge
Issue Date:5/5/2026	Deadline for questions: 6/1/2026
Submission Deadline:6/4/2026	Pre-Bid Meeting REQUIRED: Yes 5/21/2026
BOCC Award: 6/9/2026	Contract Timeline: 6/9/2026 to 12/31/2026

	Amount
Provide all labor and materials to install a 60x40 shop per the specifications	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
_____	
Total Bid Price	

Contract Start Date: _____

Submitted by: _____

Note: Moffat County reserves the right to accept or reject any portion of the Bid Package

SPECIFICATIONS

Moffat County, Colorado
1198 W. Victory Way, Ste. 107
Craig, CO 81625

RFP No.: 202607	Description: Install a new shop for Moffat County Road & Bridge
Issue Date:5/5/2026	Deadline for questions: 6/1/2026
Submission Deadline:6/4/2026	Pre-Bid Meeting REQUIRED: Yes 5/21/2026
BOCC Award: 6/9/2026	Contract Timeline: 6/9/2026 to 12/31/2026

GENERAL NOTES

1. Contractors are required to visit the site prior to bid. Questions concerning existing facilities should be addressed to Neil Binder, Director of Development Services for Moffat County 970-824-9160.

Examination

Bidders shall carefully examine the documents and the construction site to obtain first-hand knowledge of existing conditions. Contractors will not be given extra payment for conditions which can be determined by examining the site and documents.

SCOPE OF WORK

2. General Requirements:

   a. Bidders should familiarize themselves with the local conditions affecting the cost of the work and the site of the work.

   b. Bidders are required to perform, provide and furnish all of the labor, materials, tools, fees, permits and equipment necessary.

   c. Contractor must provide an estimated time of completion.

   d. Contractors are required to visit the site prior to bid.

Proposal Requirements

References: Provide a listing of other governmental clients with which you have similar contracts; include the name, address and telephone number of the contact person.

Approach: Describe how the work will be accomplished. What measures will be employed to protect adjacent structures from damage?

Schedule: Provide an estimated project schedule to complete the scope of work described above.

Selection and Award

1. **Selection Procedure:** Selection may be made of one or more bidders deemed to be fully qualified and best suited among those submitting bids, on the basis of the factors involved in the RFP. Negotiations may then be conducted with the bidders so selected. After negotiations have been conducted with the bidders so selected, the County shall select and award a contract to the bidder which, in its opinion, has made the best bid most advantageous to the County.

Right to Negotiate: After the County's completion of the evaluation process, the County may elect to initiate contract negotiations with one or more of the selected companies.

Failure to Negotiate: If selected company fails to provide the information required to begin negotiations in a timely manner; or fails to negotiate in good faith; or indicates they cannot perform the contract within the budgeted funds available for the project; or, if a selected company and the County after a good faith effort, simply cannot come to terms, the County may terminate negotiations with that particular company and commence negotiations with any other company that submitted a proposal.

Notice of Award: Bidders will also be notified by phone or mail.

SPECIFICATIONS

Section 13 34 19 – Metal Building Systems

Vermillion Shop Replacement Building
Moffat County, Colorado – Near Maybell, Colorado

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1. General

1.1 Project Description

Provide all labor, materials, equipment, engineering, fabrication, delivery, and erection necessary to construct a new pre-engineered metal building (PEMB) at the Vermillion Shop site near Maybell, Colorado.

The existing shop building (approximately **40 feet by 60 feet**) will be **demolished by Moffat County prior to construction**. The existing concrete slab will remain in place.

The new building shall be located to extend beyond the footprint of the existing slab, allowing for installation of new piers and footings. The County will place new slab infill concrete inside the completed building shell between the existing slab edge and new exterior wall lines.

1.2 Scope of Work

The work shall include, but is not limited to:

1. Furnishing a complete engineered pre-engineered metal building system
2. Providing all required foundations, piers, footings, anchor bolts, and base connections
3. Erection of the complete building shell including framing, panels, trim, insulation systems, liner panels, doors, windows, and accessories
4. Structural design and engineering sealed by a Colorado-licensed Professional Engineer
5. Shop drawings and erection drawings
6. Coordination with County-performed work
7. Final cleanup and delivery of a complete weather-tight building shell

This contract is for the PEMB shell only, including insulation systems and interior liner panels specifically identified herein. No interior construction is included.

1.3 Work by Owner (Moffat County)

The following work will be performed by the County:

- Demolition and removal of the existing 40' x 60' building
- Plumbing
- Mechanical
- Electrical
- Interior slab infill concrete
- All interior construction and utility improvements, including but not limited to:
    - Bathroom construction
    - Utility sink installation

    - Eyewash station
    - Interior partitions (other than specified liner panels)
    - Fixtures, finishes, and related systems

The Contractor shall not include any interior build-out in their bid except for PEMB insulation systems and interior liner panels required by this specification.

Contractor shall coordinate all required openings, penetrations, elevations, and interfaces.

1.4 Building Description

Provide a pre-engineered steel building with the following:

- **Width:** 46 feet
- **Length:** 66 feet
- **Eave Height:** 18 feet
- **Roof Pitch: Minimum 2:12**

Required Features:

- Two (2) overhead doors:
    - One (1) **10' x 10'**
    - One (1) **18' x 18'**
- Six (6) **3' x 3' windows**
- One (1) man door
- **Roof overhangs: 2 feet minimum at eaves and gable ends (all sides)**

Thermal and Interior Requirements:

- Roof insulation system meeting **minimum 2018 IECC Climate Zone 6B requirements for metal buildings (R-30 + R-11 liner system or approved equivalent)**
- Wall insulation system meeting **minimum 2018 IECC Climate Zone 6B requirements (R-13 + R-19.5 continuous insulation or approved equivalent)**
- Interior-facing exposed insulation shall have **white vinyl facing**
- Provide **white steel interior liner panels** on exterior walls from finished floor to **8'-0" above finished floor**

Final layout shall be per attached floor plan.

1.5 Codes and Design Criteria

Design shall comply with all applicable federal, state, and local codes.

Minimum design criteria:

- **Risk Category:** II
- **Roof Snow Load:** 40 psf minimum
- **Basic Wind Speed:** 115 mph minimum
- **Wind Exposure:** Exposure C (unless approved otherwise)
- **Frost Depth:** 48 inches
- **Energy Code:** 2018 IECC, Climate Zone 6B

The Contractor's engineer shall verify all design criteria with Moffat County prior to fabrication.

1.6 Engineering Responsibility

The building system shall be designed by a **Professional Engineer licensed in the State of Colorado**.

Submittals shall include:

- Sealed structural calculations
- Column reactions
- Anchor bolt plans
- Foundation requirements
- Erection drawings

---

2. Products

2.1 Metal Building System

Provide a complete pre-engineered metal building system including:

- Primary rigid frames (steel bents)
- Secondary framing (purlins and girts)
- Roof system with **minimum 2:12 pitch and 2-foot overhangs**
- Exterior wall panels
- Roof insulation system compliant with IECC requirements and including **white vinyl-facing where exposed**
- Wall insulation system compliant with IECC requirements
- Interior **white steel wall liner panels from finished floor to 8'-0"**
- Trim, flashing, closures, fasteners, and sealants
- Bracing systems

All materials shall be new.

Energy-code compliance shall be demonstrated by the PEMB manufacturer.

2.2 Structural Framing

Structural members shall be designed to support all required loads including snow, wind, dead loads, and collateral loads per governing codes.

2.3 Roof and Wall Systems

Provide complete, weather-tight roof and wall systems.

Roof Insulation:
Shall meet not less than **R-30 + R-11 liner system (LS)** or approved equivalent assembly using U-factor compliance.

Interior-facing exposed insulation shall be **white vinyl-faced**.

Wall Insulation:
Shall meet not less than **R-13 + R-19.5 continuous insulation (ci)** or approved equivalent assembly.

Interior Liner Panels:
Provide white prefinished steel liner panels on interior faces of exterior walls from finished floor to **8'-0"**.

2.4 Overhead Doors

Provide and install:

- One (1) 10' x 10' overhead door
- One (1) 18' x 18' overhead door

Include tracks, hardware, weather seals, and manual operation unless otherwise specified.

2.5 Windows

Provide six (7) 3' x 3' windows complete with frames, glazing, and trim.

2.6 Man Door

Provide one (1) commercial metal man door including:

- Frame and threshold
- Hardware and closer
- Weather seals

2.7 Foundations

Contractor shall provide all foundations required for the building, including:

- Excavation
- Footings and piers
- Reinforcing steel
- Anchor bolts and templates

Foundation design shall accommodate installation **outside the existing slab footprint**.

---

3. Execution

3.1 Site Conditions

Contractor shall verify all field conditions prior to construction. Existing slab shall remain and be protected.

3.2 Layout

Building shall be placed generally in the location of the existing structure, extending beyond the existing slab.

Exact placement shall be field coordinated with the County.

3.3 Foundation Construction

Construct all foundations per engineered design and coordinate elevations with future slab infill by the County.

3.4 Erection

Erect building in accordance with manufacturer's instructions.

Provide all required bracing and ensure building is:

- Plumb
- Square
- Weather-tight

3.5 Coordination

Coordinate with County for:

- Slab infill elevations
- Door thresholds
- Penetrations required for future plumbing (bathroom, utility sink, eyewash), mechanical, and electrical systems

---

3.6 Cleanup

Remove all debris and leave site in clean condition.

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4. Submittals

Provide:

- Shop drawings
- Sealed engineering calculations
- Foundation plans
- Product data (doors, windows, panels)

- Insulation system data (R-values or U-factor compliance)
- Liner panel product data
- Color selections
- Construction schedule

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5. County Rights

Moffat County reserves the right to:

- Accept or reject any or all proposals
- Waive informalities
- Award in the best interest of the County

MOFFAT COUNTY, COLORADO **RFP No.** 202607

ANTI-COLLUSION AFFIDAVIT

I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication, or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.

2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential prime bidder on this project and will not be so disclosed prior to bid opening.

2B. Neither the price(s) nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.

3A. No attempt has been made or will be made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high noncompetitive bid or other form of complementary bid.

3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.

4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, non-competitive or other form of complementary bid or agreeing or promising to do so on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Moffat County, Colorado of the true facts relating to submission of bids for this contract.

I DECLARE UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT THE STATEMENTS MADE ON THIS DOCUMENT ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Vendor's Firm or Company Name: _____

_____	_____	_____
Signature	Title	Date

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____.

_____
Notary Public

CERTIFICATE OF INTENT TO SUBCONTRACT

In accordance with Section 108.01 of the Standard Specifications, the successful bidder may subcontract a portion of the contract. The bidder hereby certifies that if awarded the contract, he/she:

____ **Does Or** ____ **Does Not** intend to subcontract a portion of the work. (Insert Check Boxes)

Following are the names and addresses of proposed subcontractors and the items and cost of the work each will subcontract. Any changes made to this list after award of contract must be approved in writing by the Project Manager.

Name/Address	Subcontract Item	Project Cost

_____
Company

_____
Name (Please Print)

_____
Title

_____
Signature

_____
Date

BID BOND

KNOW ALL MEN by these presents that the undersigned _____
Of _____
as Principal, and _____
as Surety, are held firmly bound unto Moffat County, Colorado (the Owner) in the penal sum of _____ Dollars ($_____) for the payment of which said Principal and Surety each separately, severally, and jointly hereby bind themselves, their heirs, executors, administrators, successors, and assigns firmly by these presents.

Dated, signed, sealed and executed this _____ day of _____, 20___.

The conditions of this bond are such that whereas the said Principal is about to submit a bid or bid to Moffat County, Colorado (the Owner) to furnish all services, labor, materials and equipment necessary for:

(DESCRIPTION OF PROJECT) (Text box)

NOW THEREFORE, if the above bound Principal, if he be awarded the contract for the materials and work upon which he bid, shall within the fifteen (15) days of such award enter into a written contract with Moffat County, Colorado (the Owner) in form set out in the Contract Documents for said project and shall furnish bond to be executed by an acceptable surety company, then this bond shall be null and void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this bond to be executed.

_____ _____
PRINCIPAL SURETY

STATE OF COLORADO)
)ss.
COUNTY OF_____)

Before me, a Notary Public in and for said State, came _____, as Principal, and _____ of _____ _____, Attorney in Fact for said _____ as Surety, with both of whom I am personally acquainted, and acknowledged that they subscribed their signatures to the above and foregoing bond.

Subscribed to before me this _____ day of _____, 20_____.

SEAL

_____
Notary Public

BID TABULATION

RFP No.: 202607	Description: Install a new shop for Moffat County Road & Bridge
Issue Date:5/5/2026	Deadline for questions: 6/1/2026
Submission Deadline:6/4/2026	Pre-Bid Meeting REQUIRED: Yes 5/21/2026
BOCC Award: 6/9/2026	Contract Timeline: 6/9/2026 to 12/31/2026

Vendor	Score	Addendums	Bid Bond	Anti Collusion	Bid Amount

REQUEST FOR PROPOSALS ("RFP")

Moffat County, Colorado
1198 W. Victory Way, Ste. 107
Craig, CO 81625

RFP No.: 202607	Description: Install a new shop for Moffat County Road & Bridge
Issue Date:5/5/2026	Deadline for questions: 6/1/2026
Submission Deadline:6/4/2026	Pre-Bid Meeting REQUIRED: Yes 5/21/2026
BOCC Award: 6/9/2026	Contract Timeline: 6/9/2026 to 12/31/2026

The Board of County Commissioners of Moffat County(BOCC)will be accepting sealed proposals for furnishing all labor, materials and equipment to Install a new shop for Moffat County Road & Bridge at Vermillion 20010 Hwy 318 Maybell, CO 81640. Proposals may be submitted to the office of Moffat County Development Services, 1198 W. Victory Way, Suite 107, Craig, CO 81625, up to 11:00 A.M. (Mountain Time), on 6/4/2026 at which time they will be publicly opened and read aloud.

Bid Documents and specifications are available online at www.publicpurchase.com and the Office of Development Services at the address above.

Pre-Bid Meeting will be held on 5/21/2026 at 10:00 a.m. at Vermillion located at 20010 Hwy 318 Maybell, CO 81640. Contractors are required to attend. Contractors should read the entire bid document prior to the meeting.

***THIS WILL BE THE ONLY PRE-BID MEETING OFFERED. ***

No interpretation of the meaning of the Bid Documents (drawings, specifications, et al.) will be made to any Contractor. All questions regarding this bid must be in writing and submitted to Neil Binder at nbinder@moffatcounty.net. Questions are due no later than 10:00 A.M. on 6/1/2026 Please call Neil Binder at 970-824-9160 to verify receipt of your questions. No questions will be accepted after the date and time referenced above. All questions will be answered via Addendum only.

NOTE: Unauthorized contact with any other County Employees or Elected Officials regarding this bid may result in disqualification of your bid.

GENERAL INSTRUCTIONS:

1 GENERAL CONDITIONS

1.1 BOCCis an Equal Opportunity Employer and no other qualified individual shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment for this position. Further, the work to be performed under this contract is subject to the requirements of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u which states that employment and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

1.2 Contractor shall not stipulate in their bid any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bids that fail to comply with the literal letter of these instructions and the specifications may be rejected forthwith.

1.3 Bids shall be typewritten or written in ink on the form prepared by the BOCC. If the form is filled out using pencil, the bid may be considered non-responsive and may be rejected. The person signing the bid, or an authorized representative of the company shall initial all corrections or erasures made on your bid.

1.4 Any charges for freight, delivery, containers, packaging, permits etc., will be included in the bid price.

1.5 In submitting the bid, the Contractor agrees that acceptance of any or all bids by the BOCC within a reasonable time period constitutes a contract. No delivery shall become due or be accepted until a purchase order has been issued by BOCC.

1.6 The BOCC must approve the contract resulting from this solicitation. This process typically takes four (4) weeks from the date the successful Contractor is identified. The BOCC will prepare a formal contract specific to this solicitation for execution by the successful Contractor.

1.7 Upon receipt and evaluation of the responses, selected Contractors may be required to make in-person presentations to the BOCC.

1.8 It is understood that the BOCCreserves the right to negotiate a contract with the selected Contractor; accept or reject any portion of the bid package; accept or reject any and/or all bids; to waive informalities and irregularities in bids; and to accept the bid that, in the opinion of the Board, is in the best interest of BOCC. The total cost of bid preparation and submission shall be borne by the Contractor.

1.9 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bids.

1.10 If, in the sole judgment of the BOCC, the proposals are substantially equal, the Board may grant the contract to companies located in Moffat County; however, this is not applicable in the case that Federal funds are used.

1.11 Contractor certifies, warrants, and agrees that (he) (she) (it) has knowledge of the "Keep Jobs in Colorado Act" codified at Sections 8-17-101, *et seq*. of the Colorado Revised Statutes and that Colorado labor shall be employed to perform at least eighty percent (80%) of the work. See https://www.colorado.gov/pacific/cdle/kjica for more information regarding this Act, which applies to Public Works projects. This is not applicable in the case that Federal funds are used.

1.12 All information submitted in response to this bid is public after the bid opening. The Contractor should not include as a part of the response to the invitation to bid any information which the Contractor believes to be a trade secret or other privileged or confidential data. If the Contractor wishes to include such material with a bid, then the material should be supplied under separate cover and identified as confidential. Statements that the entire bid is confidential will not be honored. BOCC will endeavor to keep that information confidential, separate and apart from the bid subject to the provisions of the Colorado Open Records Act or order of court.

1.13 The Contractor who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Moffat, BOCC, and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

1.14 The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the BOCC, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

1.15 **No work shall commence, nor shall any invoices be paid** until the Contractor provides the requested proof of insurance as outlined in the "Insurance Requirements for Contractors" and until such proof is accepted by Moffat BOCC. Additionally, the Contractor will provide an endorsement naming Moffat County and BOCC as an additional insured to their policy.

1.16 BOCC strongly encourages the use of small and minority firms, women's business enterprises, and labor surplus area firm services. In accordance with Federal and State laws, Moffat County and BOCC do not discriminate.

1.17 All businesses, organizations, and individuals contracting with BOCC must comply with Title II of the Americans with Disabilities Act of 1990, as amended. For more information on these requirements and to read the full Title II text, please go to the following web page: https://www.ada.gov/ada_title_II.htm.

1.18 Other governmental entities may piggyback on the award of this solicitation and should contact Moffat County Purchasing for any necessary procurement documents. The entity shall deal directly with the award Contractor concerning the placement of Purchase Orders, freight charges, contracting and disputes, invoicing, and payment. Moffat County shall not be held liable or responsible for any liability, claims, costs, damages, demands, actions, losses, judgments or expenses incurred by the Contractor or any government entity relating to such use.

1.19 The Contractor certifies that by signing the contract, neither the Contractor nor subcontractors are suspended or debarred or otherwise excluded from procurement by the Federal government and do not appear on the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA).

1.20 No Contractor awarded a solicitation shall be federally debarred. Such debarment shall be checked through the System for Award Management, at: www.sam.gov.

1.21 Bids must be furnished exclusive of any Federal, State, or Local taxes.

1.22 A COMPLETED CERTIFICATE OF INTENT TO SUBCONTRACT MUST BE INCLUDED FOR ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL.

2 INSURANCE

2.1 The Contractor who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to conduct business in the State of Colorado.

2.2 Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Colorado.

2.3 Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

2.4 Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

2.5 Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured's". Moffat County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

2.6 Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Moffat County Attorney, 1198 W. Victory Way, Suite 202, Craig, Colorado 81625."

2.7 Proof of Insurance - The vendor shall provide to BOCC at the time the contracts are returned by it for execution, **two (2) copies of certificates of insurance** for each of the policies mentioned above. If so requested, Vendor shall furnish certified copies of all policies.

2.8 If you have any questions concerning the insurance requirements, please contact the Director of Development Services at (970) 824-9160 at least one week prior to the bid opening date.

2.9 Any Agreement resulting from this RFP shall be construed according to the laws of the State of Colorado. The Contractor agrees that the venue for any legal action under such Agreement shall be Moffat County, State of Colorado. If any legal action is brought under such Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Colorado.

2.10 Contractor shall render the services to be provided pursuant to any agreement resulting from this RFP in compliance with all applicable Federal, State, and Local laws, ordinances, rules, and regulations.

2.11 No telephone, email, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by the bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the Consultant. Bids received after the opening time specified will not be considered.

3 GENERAL CONDITIONS

3.1 Contractor shall provide temporary safety measures around the areas of construction to minimize the possibility of damage to the new construction, existing structures, construction equipment, and injury to persons. Temporary safety measures may include, but are not limited to, the following: temporary chain link fence, plastic safety fence, barricade tape, wood barricade, and safety personnel.

3.2 Contractor and its subcontractors performing services for BOCC shall comply with all Occupational Safety and Health Administration (OSHA) regulations, State and County Safety and Occupational Health Standards, and any other applicable rules and regulations. Also, the Contractor and its subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the worksite area under this contract.

3.3 Under no circumstances shall any tools of any kind or materials being used be left unattended.

3.4 If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted to the project manager prior to commencement of work.

3.5 All work under the resulting contract shall be performed in a skillful and workmanlike manner, and according to applicable code. BOCC may, at its sole discretion, require the Contractor to remove any employee from work that BOCC deems incompetent or careless. Further, the BOCC may, from time to time, make inspections of the work performed under this contract. Any inspection by BOCC does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements.

3.6 The Contractor and its Subcontractors shall at all times keep the areas of the property free from rubbish and the accumulation of any waste materials. Daily clean-up and removal from the work area of all debris resulting from these operations is required. Contractor is responsible for paying for and hauling away any waste.

3.7 Neither the final certificate nor payments, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for defects in workmanship or faulty materials. The Contractor shall correct any defects due to faulty work or materials and pay for the damage to other work resulting there from, which shall appear within a period of one year from the date of completion unless otherwise stated in this document. BOCC shall notify the Contractor of observed defects with reasonable promptness.

3.8 Contractor shall schedule to do the work between the hours of 7am to 5pm Monday through Friday unless approval from the Development Services Department is given for alternate times.

3.9 The Contractor shall be responsible for examining the existing conditions in order to gain full information under which the work is to be carried out. The Contractor shall also compare the existing conditions with the plans and specifications, if provided. Failure of the Contractor to inform himself/herself will in no way relieve him/her from the necessity to complete the work without additional cost to BOCC.

3.10 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, debris removal, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work.

3.11 All materials shall be new and workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. All materials which are affected by moisture shall be protected from such.

3.12 The Contractor shall employ only persons who are skilled in the work to be performed.

3.13 The Contractor shall be responsible for making field measurements before proceeding to complete the work. Upon award of contract, BOCC will designate areas where work is required.

3.14 The Contractor shall continuously protect all existing facilities and new work as it is completed. The Contractor shall be responsible for making good any damage or injury caused to the facility because of negligence by Contractor.

4 BONDING

4.1 Any bid that is in excess of $50,000.00, if awarded, will be required to provide 50 percent (50%) of the contract amount coverage in Performance Bond and Payment Bond as required by Colorado Revised Statutes 38-26-106. The bond must be with surety companies satisfactory to BOCC. In addition, each surety company shall be admitted and licensed to do business in the State of Colorado.

A. **Performance Bond** - The Contractor, as Principal, shall furnish a Surety Bond in a form acceptable to the BOCC in an amount at least equal to fifty (50%) percent of the contract amount as security for faithful performance of this contract. BOCC shall be Obligee under said bond. The bond shall guarantee faithful performance and shall indemnify and save harmless the Obligee from all costs and damages by reason of the Principal's failure to perform in accordance with the contract provisions. The contract, by reference, shall be an integral part of the bond. Said bond shall be with a surety company licensed and admitted to conduct business in the State of Colorado. The Surety shall be acceptable to BOCC.

B. **Payment Bond** - The Contractor, as Principal, shall furnish a Surety Bond in form acceptable to BOCC in an amount at least equal to fifty (50%) percent of the contract amount as security for the prompt payment to all persons supplying labor and material in the performance of all work under said contract, and any and all authorized modifications under this contract. The contract, by reference, shall be an integral part of this bond. Said bond shall be with a Surety licensed and admitted to conduct business in the State of Colorado. The Surety shall be acceptable to BOCC.

C. **Performance and Payments Bonds shall be submitted to the Moffat County Attorney, at least ten (10) days prior to the commencement of work covered under the contract.**

D. **Bid Bond - Guaranty deposits will be requested on bonded projects valued at $25,000 or more. The amount of deposit shall be five percent (5%) of amount bid.**

4.2 Additional or Substitute Bond - If at any time BOCC, for a justifiable cause, shall become dissatisfied with any Sureties pursuant to the Performance or Payment Bonds, the Contractor shall within five (5) days after such notice from BOCC to do so, substitute an acceptable bonds(s) in such forms and sum and signed by such other Surety as may be satisfactory to BOCC. The Contractor shall pay the premiums on such bond(s). No further payments shall be deemed due nor shall they be made until the new Surety or Sureties shall have furnished such an acceptable bond to BOCC.

4.3 No telephone, e-mail, or facsimile bids will be accepted. Bids must be clearly identified on the front of the envelope by bid number and title. Responsibility for timely submittal and routing of bids, prior to opening, lies solely with the Contractor. Bids received after the opening time specified will not be considered.

INSURANCE REQUIREMENTS

CONTRACTOR'S LIABILITY INSURANCE: The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workman's Compensation, disability benefits, and other similar employee benefit acts;
2. Claims for damage because of bodily injury, occupational sickness, disease, or death of his employees, and claims insured by usual personal injury liability coverage; and
3. Claims for damage because of bodily injury, sickness or disease, or death of any person other than his employees, and claims insured by usual personal injury liability coverage; and
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Insurance covering claims for damages to persons or property required by the preceding paragraph shall be in the following amounts:

Bodily Injury Liability	Each Person:	$1,000,000
	Each Accident:	
	Or Occurrence:	$1,000,000
Property Damage Liability:	Each Accident	
	Or Occurrence:	$1,000,000
	Aggregate:	$1,000,000

And shall be furnished in types specified, as follows:

1. Contractor's Liability Insurance issued to and covering the liability for damage imposed by law upon the Contractor and each subcontractor with respect to all work performed by them under the Agreement.

2. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the Agreement performed for the Contractor by subcontractors.

3. Completed Operations Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof out of that part of the work performed by each.

4. Motor Vehicle Liability Insurance, including Colorado No-Fault Coverage, with limits of liability of not less than$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

5. The Contractor shall in addition, in the amounts required under the above, obtain protective Liability Insurance issued to and covering the liability for damages imposed by law upon the BOCC with respect to all operations under the Agreement by the Contractor or his subcontractors.

<u>COMPREHENSIVE RISK POLICY OPTION</u>: In lieu of the several policies specified for Contractor's Liability Insurance, a comprehensive liability and property damage insurance policy inclusive of all the insurances and requirements hereinafter set forth, with an umbrella covering of $1,000,000, subject to the approval of the BOCC, will be permissible.

SUBCONTRACTOR'S INSURANCE: Before permitting any of his subcontractors to perform any work under this contract, Contractor shall either (1) require each of his subcontractors to procure and maintain, during the life of his subcontracts, Subcontractor's Public Liability and Property Damage Insurance of the types and in amounts as may be applicable to his work, which types and amounts shall be subject to the approval of the BOCC, or (2) insure the activities of his subcontractors in his own policy.

CERTIFICATES OF INSURANCE: Certificates of Insurance acceptable to the BOCC shall be filed with the BOCC before commencement of the work. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least thirty days written notice has been given the BOCC. Contractor shall not permit any of his subcontractors to start work until all required insurance has been obtained and certificates with the proper endorsements have been filed with the Contractor. If requested by BOCC, Contractor shall provide a copy of the insurance policy to BOCC.

Furthermore, in DESCRIPTION OF OPERATIONS the following "Moffat County, the Board of County Commissioners of Moffat County, the elected officials, employees, and volunteers of Moffat County are included as Additional Insureds under General Liability and Automobile Liability (If applicable). A waiver of subrogation in favor of the additional insured is applicable to General Liability, Automobile Liability and Workers Compensation. Coverage is primary and non-contributory."

Failure of the Contractor to comply with the foregoing insurance requirements shall in no way waive the BOCC's rights hereunder.

Contractor further agrees that all such policies shall be endorsed to name Moffat County, its Affiliates, Project Manager, Representatives and Employees as additional insureds and such insurance shall be by insurers and for policy limits acceptable to County.

BOCC'S LIABILITY INSURANCE: The BOCC, at its option, may purchase and maintain such liability insurance as will protect it against claims which may arise from operations under this Contract. Purchasing and maintaining such insurance, however, will not relieve the Contractor from purchasing and maintaining the insurance herein before specified.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor agrees to defend, hold harmless, and unconditionally indemnify County and all of its Affiliates (defined below), and all of their respective officers, directors and employees, against and for all liabilities, costs, expenses (including attorney's fees and expenses of investigation), claims and damages which County may at any time suffer or sustain or become liable for by reason of any accidents, damages or injuries (including injuries resulting in death) either to the persons or property, or to any other parties, in any manner caused by or resulting from Contractor's breach of this Agreement or acts or failures to act by Contractor or its employees or agents in the performance of this Agreement; provided, however, that such indemnification and hold harmless shall not apply to claims for loss, damage, injury, or death to the extent caused by the negligence of County.

AGREEMENT

This CONTRACT OF SERVICES AGREEMENT ("Agreement") made this 25th day of January 2025 by and between the Board of County Commissioners of Moffat County Colorado ("BOCC") and ContractorName ("Contractor"), whose address is ContractorAddress and whose telephone number is (000) 000-0000.

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Moffat County Purchasing Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, *et seq.*, C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

Article 1 - Scope of Work.

1. The Contractor shall complete all tasks to satisfaction as needed to Install a new shop for Moffat County Road & Bridge at the Vermillion located at 20010 Hwy 318 Maybell, CO 81640 as outlined in the Exhibit below:

   Exhibit "A" RFP 202607 Install a new shop for Moffat County Road & Bridge at Vermillion.
   Exhibit "B" Submittal from ContractorName.

Article 2 - Time of Performance.

2.1 Services of the Contractor shall commence on 6/9/2026 and shall be substantially completed on or before 12/31/2026, no matter the date of execution of this agreement.

Article 3 - Compensation/Appropriation.

3.1 The amount to be expended pursuant to this Agreement shall be One-Hundred Thousand Dollars and 0/100 cents ($100,000.00). The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount.

3.2 Non-Appropriation: Each party hereto agrees that the revenues and expenditures hereunder shall *constitute current expenditures and revenues payable and receivable in the fiscal years for which funds* are appropriated for the payment thereof. The obligations of the parties under this agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof or payable from any funds other than funds appropriated for the payment of current expenditures. No provision of this agreement shall be construed to pledge credit or to create a lien on any class or source of either party's monies. Notwithstanding any termination, the parties shall remain liable for any amounts for prior services provided and not paid.

3.3 LIQUIDATED DAMAGES: BOCC and CONTRACTOR recognize that time is of the essence of this Agreement and that BOCC will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 2.1 above. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by BOCC if the Work is not substantially complete on time. Accordingly, instead of requiring such proof, BOCC and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay BOCC One-Hundred dollars ($100.00) for each day that expires after the time specified in paragraph 2.1 for substantial completion until the Work is substantially complete.

Article 4 – Payment procedures

CONTRACTOR shall submit Applications for Payment to the DEVELOPMENT SERVICES DEPARTMENT for processing.

4.1 PROGRESS PAYMENTS: MOFFAT COUNTY shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payments as recommended by the DEVELOPMENT SERVICES DEPARTMENT, as provided below and concurrent with Moffat County's payment procedures. All progress payments will be based on the progress of the work measured.

4.2 Prior to Substantial Completion, progress payments will be in an amount equal to:

95% of the work completed, and

95% of materials and equipment not incorporated in the work but delivered and suitably stored less in each case the aggregate of payments previously made.

4.3 Upon Substantial Completion, BOCC shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as DEVELOPMENT SERVICES DEPARTMENT shall determine.

4.4 FINAL PAYMENT: Upon final completion and acceptance, BOCC shall pay the remainder of the Contract Price as recommended by the DEVELOPMENT SERVICES DEPARTMENT. The final payment shall not be made until after final settlement of this contract has been duly advertised at least ten days prior to such final payment by publication of notice thereof at least twice in a public newspaper of general circulation published in Moffat County, and the Board of County Commissioners of Moffat County has held a public hearing, thereupon and complied with §38-26-107 C.R.S. as amended. Final payment shall be made in accordance with the requirements of previously mentioned statute.

Final Payment shall not become due unless and until the following conditions precedent to Final Payment have been satisfied: (a) Approval and acceptance of Contractor's work by Moffat County; (b) delivery to Moffat County of all manuals, "as-built" drawings, guarantees and warranties for material and equipment furnished by Contractor, or any other documents required by the Contract Documents; (c) furnishing to BOCC satisfactory evidence by Contractor that all labor, material accounts, and subcontractor accounts incurred by contractor in connection with his Work have been paid in full.

4.5 If any dispute arises as to the Work performed pursuant to this Agreement or the payment for Work performed pursuant to this Agreement, such dispute must be resolved so far as it is possible in the same year when the Work is performed and money has been appropriated for said Work. If there is no communication or attempt to timely resolve the problem(s) with either the Work or the payment therefor, then BOCC shall no longer be required to pay for said Work and shall be relieved of any and all liability to Contractor for such nonpayment.

Article 5 - Records, Reports, and Information.

At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

Article 6 - Audits and Inspections.

At any time during normal business hours and as often as the BOCC may deem necessary, Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed by a mutually agreed upon auditor.

Article 7 - Independent Contractor.

The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of, nor have any contractual relationship with the BOCC.

7.1 Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Moffat County, Colorado. Further, Contractor is obligated to pay federal and state income tax on any compensation paid pursuant to this Agreement.

7.2 None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

Article 8 - No Assignment.

The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

Article 9 - Compliance with Laws.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

Article 10 - Indemnification.

The Contractor agrees to indemnify and hold harmless the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

Article 11 - Insurance.

At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:
Workers' Compensation & Employers' Liability and Unemployment Insurance:
in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive General Liability, including broad form property damage: $1,000,000.00 per person and $1,000,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition $1,000,000 aggregate.

Comprehensive Automobile Liability, including all owned, non-owned and hired
vehicles: $1,000,000.00 per person and $1,000,000.00, per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U. S. Mail, return receipt requested, to the BOCC.

Furthermore, in DESCRIPTION OF OPERATIONS the following "Moffat County, the Board of County Commissioners of Moffat County, the elected officials, employees, and volunteers of Moffat County are included as Additional Insureds under General Liability and Automobile Liability (If applicable). A waiver of subrogation in favor of the additional insured is applicable to General Liability, Automobile Liability and Workers Compensation. Coverage is primary and non-contributory."

Contractor waives any right of recovery against the BOCC, its employees or agents for any damages, losses, or liabilities covered by insurance. This waiver applies whether such damages, losses, or liabilities arise from negligence, breach of contract, or any other causes of action. Contractor will make sure that any insurance policy referenced in this Agreement includes a provision stating that the insurer of such insurance policy waives any right of subrogation against the BOCC, its employees or agents

Article 12 - Document Ownership - Works Made for Hire.

All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections.

The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

Article 13 - Inspections, corrections, removal, or acceptance of defective work

13.1 Notice of Defects

A. Prompt notice of all defective Work of which BOCC has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13. Notice shall be hand-delivered, emailed, or sent by US mail at the discretion of the BOCC.

13.2 Acknowledgement of Notice by Contractor

Contractor shall respond to BOCC's notice of defective work within 7 days after receiving such notice.

13.3 BOCC May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, BOCC may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

13.4 Correction or Removal of Defective Work

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by BOCC, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages arising out of or relating to such correction or removal.

13.5 Correction Period

A. If within 1 year after the date for time of performance or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the BOCC's property or areas made available for Contractor's use by BOCC or permitted by Laws and Regulations is found to be defective, Contractor shall promptly within 30 days, without cost to BOCC and in accordance with BOCC's written instructions:

1. Correct such defective Work; or
2. if the defective Work has been rejected by BOCC, remove it from the Project if possible and replace it with Work that is not defective, and
3. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or BOCC's property or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of BOCC's written instructions, or in an emergency where delay would cause serious risk of loss or damage, BOCC may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages arising out of or relating to such correction or repair or such removal and replacement will be paid by Contractor.

13.6 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, BOCC prefers to accept it, BOCC may do so. Contractor shall pay all claims, costs, losses, and damages attributable to BOCC's evaluation of and determination to accept such defective Work and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and BOCC shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted.

13.7 BOCC May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice of defective Work from BOCC to correct defective Work, or to remove and replace rejected Work as required by BOCC, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, BOCC may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

In the event that the Contractor does not acknowledge notice of defective Work from BOCC, BOCC may refuse to pay whole or any part of any payment owed to contractor to protect BOCC from Loss because:

1. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
2. the Contract Price has been reduced by Change Orders;
3. BOCC has been required to correct defective Work or complete Work in accordance with Paragraph 13.07

IN THE EVENT THE CONTRACTOR ABANDONS THE WORK OR CEASES TO COMMUNICATE WITH THE BOCC, AND THE CALENDAR YEAR IN WHICH THE BOCC HAS APPROPRIATED FUNDS HAS PASSED, THEN THE BOCC SHALL NOT BE LIABLE TO PAY CONTRACTOR FOR ANY WORK PURSUANT TO THIS AGREEMENT.

Article 14 Termination for Cause.

14.1 If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, the BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time as the exact amount of damages due the BOCC from the Contractor is determined.

14.2

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment.

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 14.02.A occur, BOCC may, after giving Contractor seven days written notice of its intent to terminate the services of Contractor:

1. Exclude Contractor from the Site, and take possession of the Work.

2. Incorporate in the Work all materials and equipment stored at the Site or for which BOCC has paid Contractor but which are stored elsewhere; and

3. Complete the Work as BOCC may deem expedient.

C. If BOCC proceeds as provided in Paragraph 14.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages sustained by BOCC arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to BOCC.

D. Notwithstanding Paragraphs 14.02.B and 14.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by BOCC, the termination will not affect any rights or remedies of BOCC against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by BOCC will not release Contractor from liability.

Article 15 - Termination for Convenience.

The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for the convenience of BOCC, the Contractor shall be paid for services provided prior to the date of termination.

Article 16 - Conflict of Interest.

During the term of this Agreement, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

Article 17 - Modifications.

This Agreement may not be modified, amended or otherwise altered unless mutually agreed upon in a writing executed by the BOCC and the Contractor.

Article 18 - Governing Law.

The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Contractor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Moffat County, Colorado.

Article 19 - Severability.

Should any provisions of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

Article 20 - Notices.

Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

BOCC's Representative:	Contractor:
GoverningRep	ContractorName
MCBOCC Chair	OfficerName
1198 W. Victory Way, Suite 104	ContractorAddress
Craig, CO 81625	City, State Zip
(970) 824-5517	(000) 000-0000

Article 21 - Headings.

Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

Article 22 - Authority.

Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

Article 23 - Counterparts and Facsimile Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

Article 24 - Force Majeure.

Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

Article 25 - Integration of Understanding.

This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor.

IN WITNESS WHEREOF, the BOCC and the Contractor have set their hands and seals.

BOARD OF COUNTY COMMISSIONERS
MOFFAT COUNTY, COLORADO

ATTEST:

_____
Clerk to the Board

By:_____
GoverningRep, MCBOCC Chair

CONTRACTOR:
ContractorName

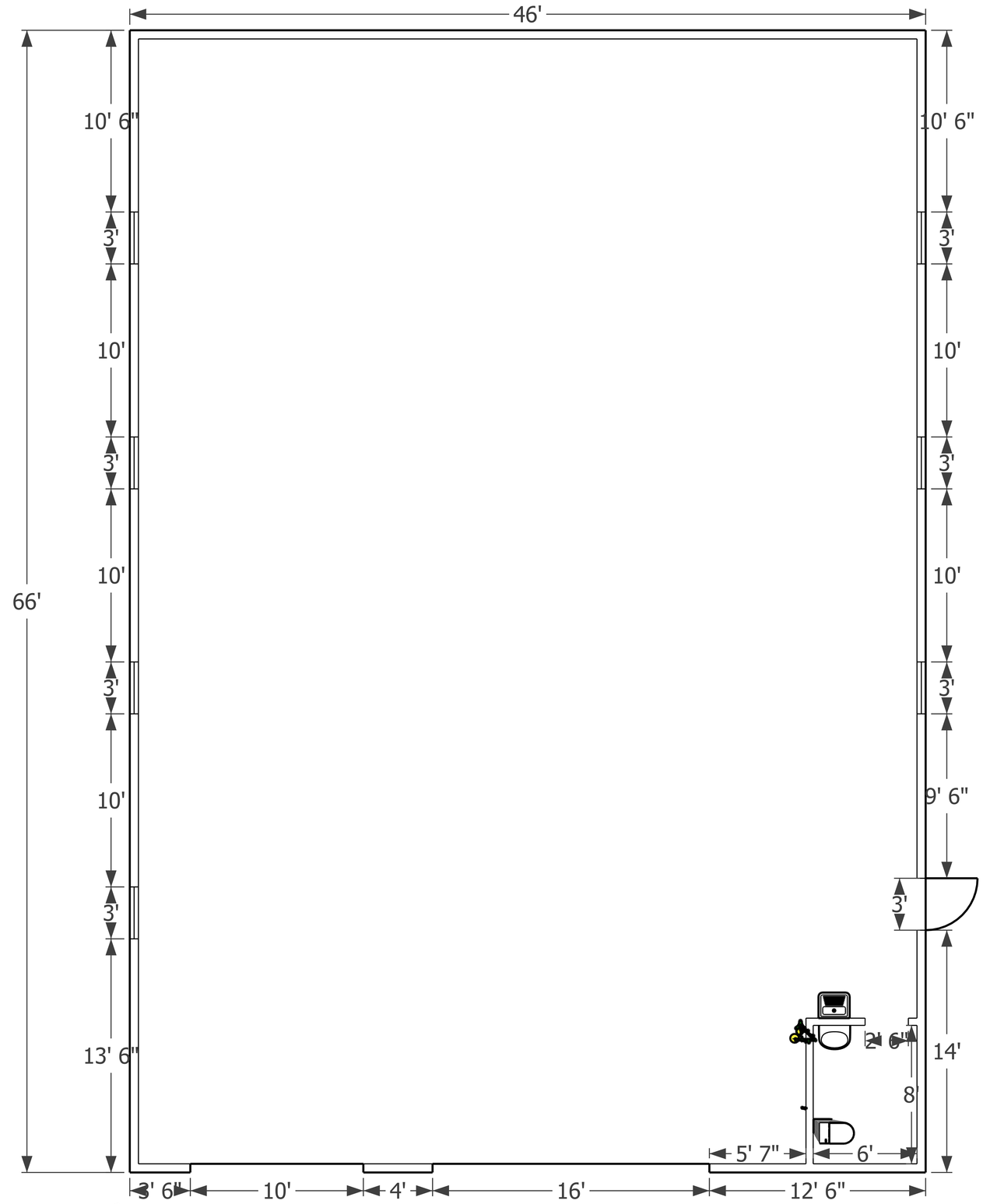
By: _____
OfficerName

STATE OF COLORADO)
) ss.
COUNTY OF MOFFAT

The foregoing instrument was acknowledged before me this ___ day of_____, 2025 by _____.

MY COMMISSION EXPIRES: _____ _____
Notary Public

_____
Address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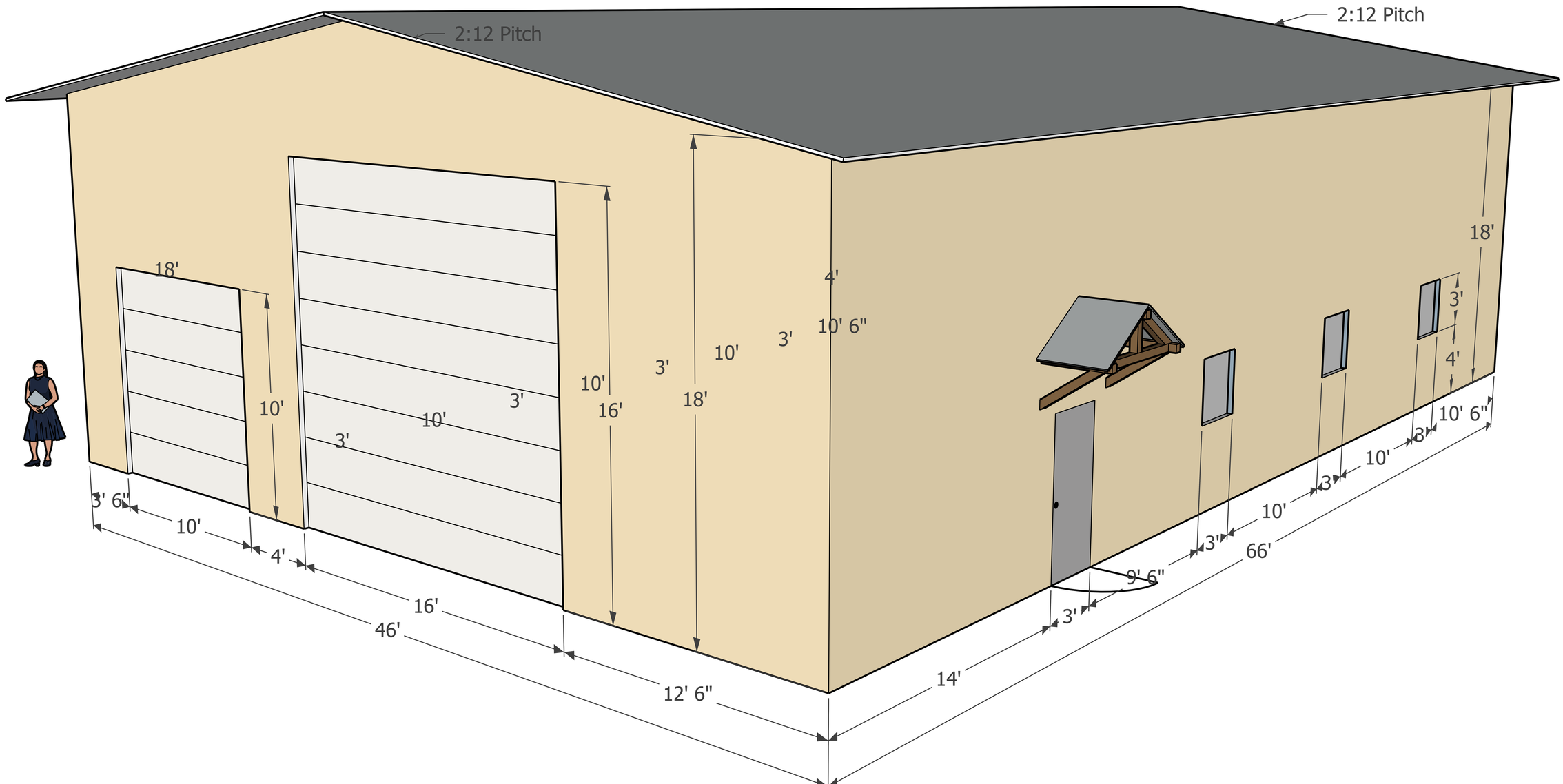
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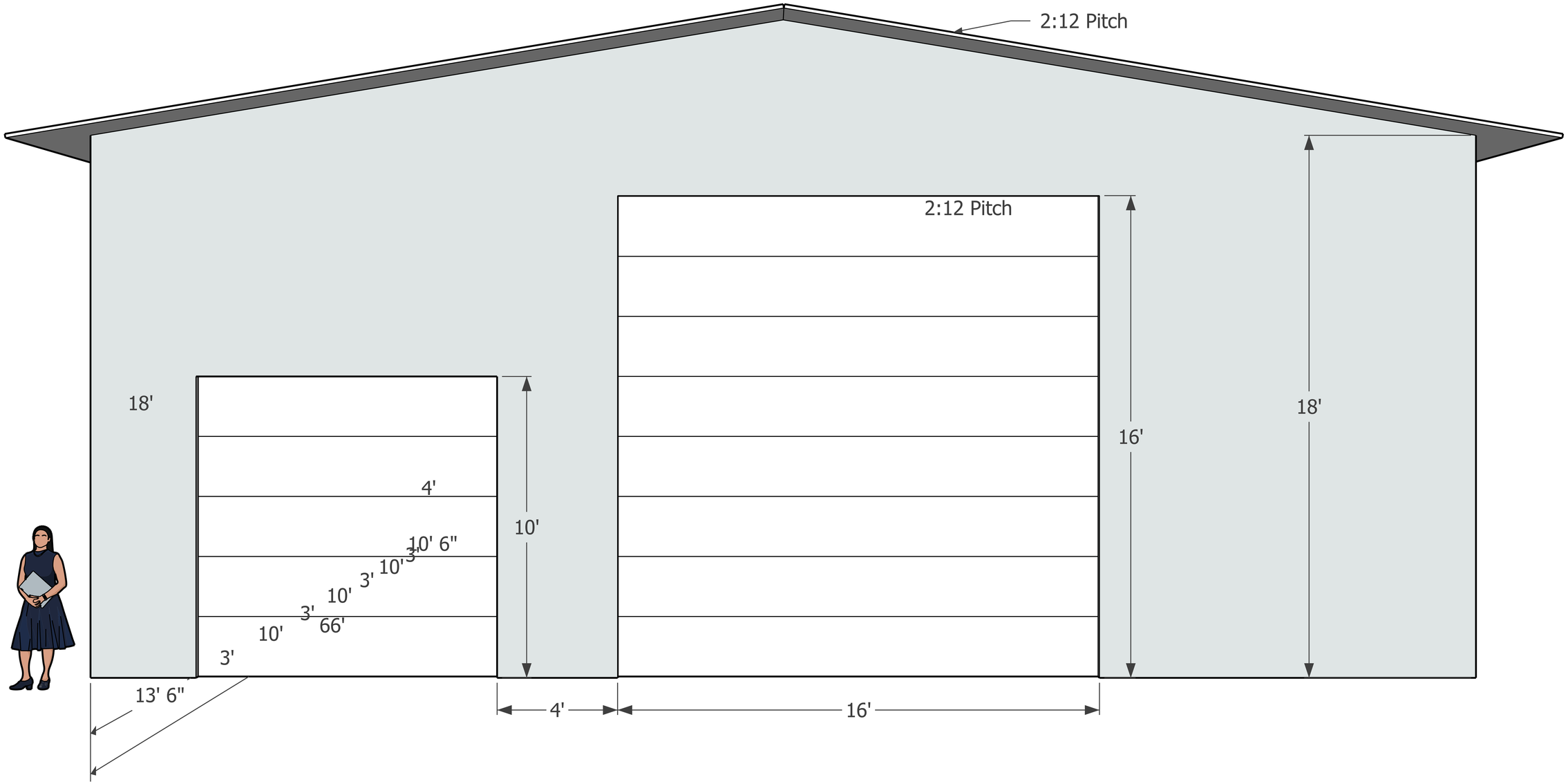
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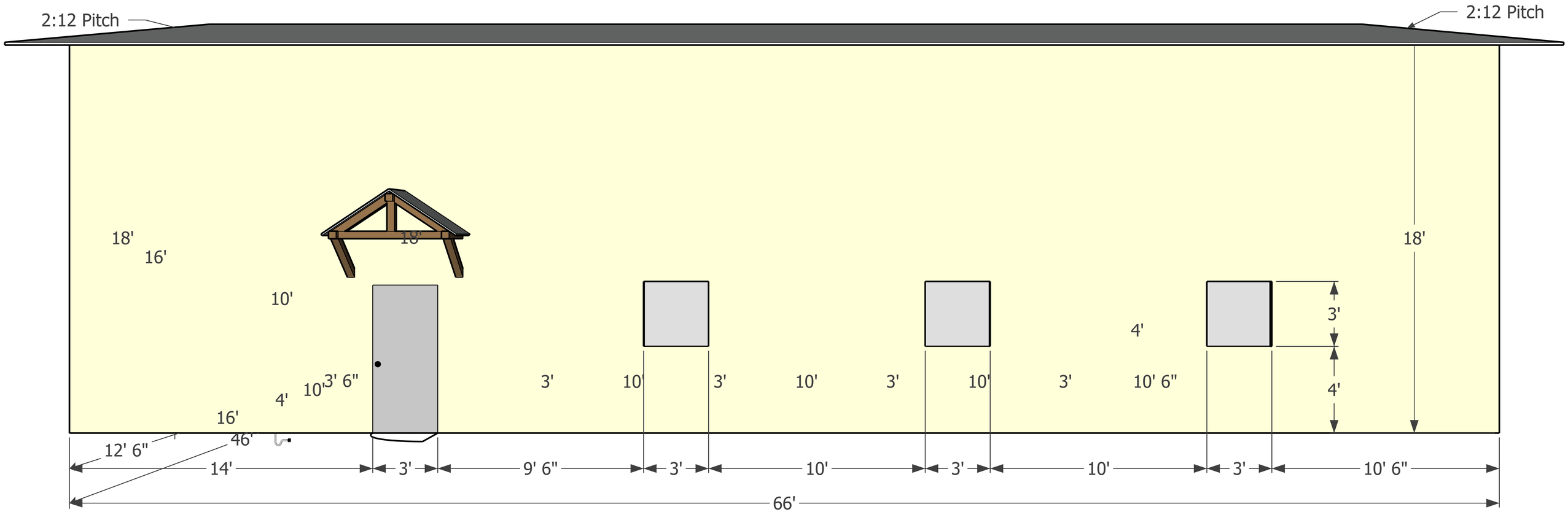
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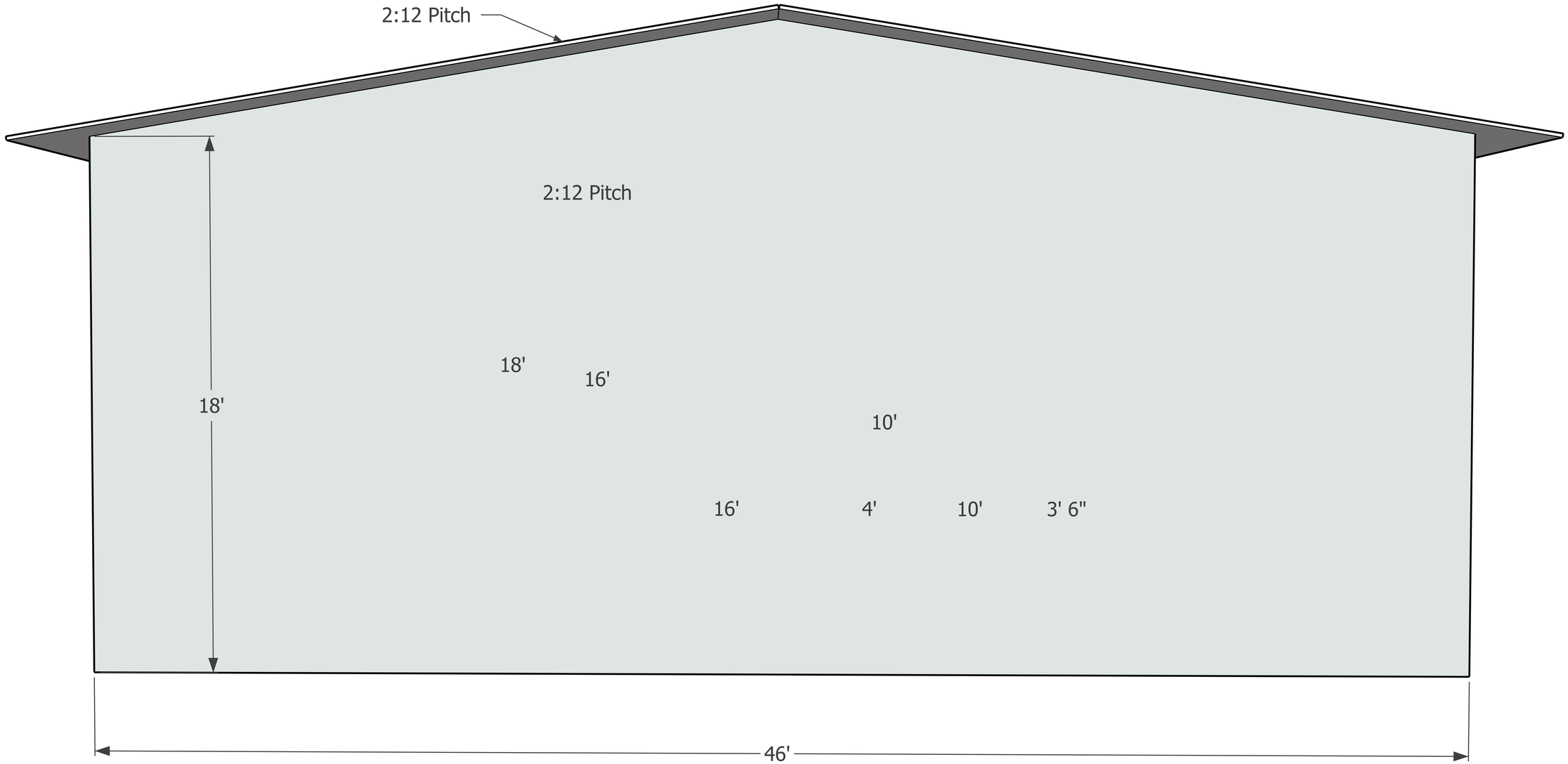
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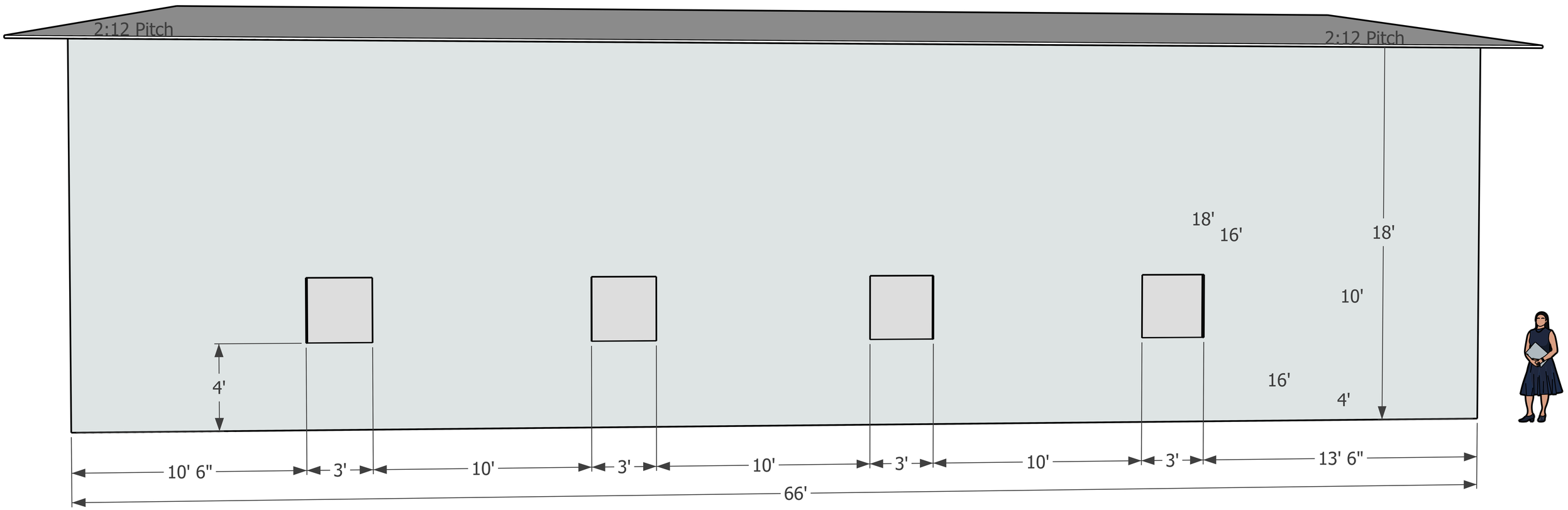
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