



Fremont County Airport  
**1V6 AWOS Replacement**

**CONTRACT AGREEMENT**

This CONSTRUCTION CONTRACT is made and entered into as of 9th day of June, 2025, and is by and between:

**Fremont County**

hereinafter also referred to as the **Owner**

**Fremont County Airport**

60298 Highway 50  
Penrose, CO 81240

hereinafter also referred to as the **Owner**

AND:

**Electrical Excellence Enterprises**

3715 Sinton Rd.  
Colorado Springs, CO 80907

hereinafter also referred to as the **Contractor**

**BACKGROUND**

**A. Owner** desires the Contractor to perform the duties of general contractor for the Fremont County Airport **1V6 AWOS Replacement**, (the "Project").

**B. Contractor** desires to perform such duties pursuant to the terms and conditions provided for in this Contract.

**ARTICLE 1**

**WORK OF THIS CONTRACT**

The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Plans, Project Specifications and Contract Documents. The Project Specifications and Contract Documents and drawings furnished to the Contractor with his/her bid and the additional drawings or prints and other information to be furnished by the Contractor in accordance with the Project Specifications and Contract Documents are made a part of the Agreement when and as approved by The Owner, are intended to be complementary and all Project Specifications and Contract Documents, Plans, drawings, or prints furnished by the Contractor and approved by the Owner, shall be complementary therewith. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of the said Plans, Project Specifications and Contract Documents, drawings, or prints the same as though the said work were contained and described in all.

The Notice of Invitation of Bid, Instruction to Bidders, General and Special Provisions, Bid Proposal, Bid Bond, Payment Bond, Performance Bond, Certificate of Insurance, Contractor's Affidavit, Technical Provisions, Appendix, Plans, Addenda No. 1, and Change Orders issued and any additional or supplemental specifications, notices, instructions and drawings issued in accordance with the provisions of the Contract Documents are hereby understood to be a part of this Contract. The Bid Bond is exonerated upon execution of this Agreement, the Payment Bond, and the Performance Bond.



## ARTICLE 2

### DATE OF COMMENCEMENT AND COMPLETION

Contractor agrees to undertake the performance of the Project on the date stated in the Notice to Proceed and agrees to reach substantial completion on the Project within **Thirty-Five (35)** calendar days.

## ARTICLE 3

### TERMS OF PAYMENT

The Owner shall pay the Contractor for actual quantities of accepted work completed in accordance with the Contract at the unit price or prices set forth in Contractor's Proposal.

Partial payments less 5% retention will be made for estimated quantities of work completed on the Project during the previous month in accordance with the terms of General Provisions Section 90-06. However, nothing herein shall be construed as relieving Contractor and his, her, or its Sureties on the Contractor's Bond from any claim or claims for work or labor done, or materials or supplies furnished, as part of this Agreement and the completion of the Project.

It is the intent of Owner to make any partial payments in the following manner:

1. The Contractor shall submit to Engineer his Application for Payment no later than the next to last Friday of the month.
2. Engineer will, within 7 days after receipt, either return the Application for Payment to the Contractor with corrections requested or submit the approved Application for Payment to Owner for payment along with its Recommendation of Payment, noting any changes. The Owner will then make payment to Contractor when funds are received from the FAA and are available to Owner for payment to Contractor.

## ARTICLE 4

### BONDS AND INSURANCE

**Bonds.** At the time of the execution of the Agreement, Contractor shall provide the bonds that are required by the Contract Documents. The Performance Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and shall provide for the completion of the Project in accordance with the Contract Documents, without additional cost to the Owner. The Payment Bond will be in an amount not less than one hundred percent (100%) of the Contract Price and shall provide for the payment of all project costs in accordance with the Contract Documents, without additional cost to the Owner.

**Insurance.** Contractor shall not commence work under this Contract until Contractor has obtained all insurance required under this section and the insurance has been approved by the County Director of General Administration ("County Administrator") or his designee. Similarly, Contractor shall not allow any approved subcontractor to commence work on his or her subcontract until all similar insurance required of subcontractor has been so obtained and approved. County shall be named as additional insured on all insurance policies required under this Contract. The "additional insured" wording shall be as follows: County of Fremont, State of Colorado, a body corporate and politic, is named as Additional Insured. All insurance policies must be written in a manner consistent with the requirements of the Standard Form Contract. Contractor shall furnish to the County prior to the commencement of Work under this Contract and annually thereafter copies of company-issued Certificates of Insurance policies obtained by Contractor in compliance with this paragraph demonstrating that the insurance requirements have been met, and Contractor shall ensure that the Owner is notified in writing and at least thirty (30) days in advance of any amendment or cancellation of such policy or policies. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without thirty (30) days' written notice to the Owner.



Certificates shall be forwarded to:

Tony Carochi  
Fremont County Administrator  
615 Macon Ave.  
Room 106  
Canon City, CO 81212

The following insurance shall be required:

1. Comprehensive General Liability, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than \$3,000,000.00
2. Automobile Bodily Injury and Property Damage Liability Insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.00. Coverage must include:
  - a. All vehicles owned, non-owned, and hired to be used on the Contract
3. Professional Liability/Errors and Omissions Insurance: \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate.
4. Statutory Workers Compensation and Employer's Liability Insurance for the State of Colorado that will protect against any and all claims resulting from injuries to and death of employees, if any, engaged in work under the Contract.
5. Umbrella Insurance providing excess limits over the primary policies described herein of not less than \$5,000,000.00 per occurrence and \$5,000,000.00 general aggregate.

## **ARTICLE 5**

### **HOLD HARMLESS**

The Contractor shall release Owner and Engineer, and all of their agents, representatives, officers, employees, boards, directors, committees, and commissions, of any liability for, and shall protect, defend, indemnify, and hold Owner and Engineer harmless from and against all claims, demands, and causes of action of every kind and character that are asserted or brought on account of bodily injury, death, or damage to property as a result of the actions, omissions, negligence, gross negligence, and/or recklessness of Contractor or Contractor's agents, employees, representatives, invitees, licensees, subcontractors, or subcontractor's subcontractors. Contractor's indemnification obligations under this section shall be without regard to, and without any right to contribution from, any insurance maintained by Contractor. Additionally, Contractor's indemnity obligations under this section shall be supported by insurance, but this insurance requirement shall be a separate and distinct obligation from Contractor's indemnity obligations, and the insurance and indemnity obligations shall be separately and independently enforceable. Further, Contractor's indemnity obligations hereunder are not limited by any insurance coverage Contractor may have.

## **ARTICLE 6**

### **INSPECTIONS**

Inspection of work shall be by the Engineer or the Owner. During such inspections, any work determined by the Engineer/Owner to be unacceptable shall be corrected at the contractor's expense. The Engineer or Owner shall be the final determinant of unacceptable work.

## ARTICLE 7

### LITIGATION

To prevent all disputes and litigation, it is agreed by and between the Owner and said Contractor, that the Owner shall determine all questions in relation to the work and the construction thereof, and it shall in all cases decide all questions which may arise relative to the execution of the work under this Contract on the part of the said Contractor and its estimates and decisions shall be final and conclusive; and such estimates and decisions, in case any questions may arise, shall be a condition precedent to the right of said Contractor to receive any money or compensation for anything done or furnished under this Contract.

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before a Court of competent jurisdiction. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project which is the subject of this Agreement.

The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to relevant state law, or pursuant to any other state or federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The parties hereto further expressly covenant and agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or pursuant to any other state or federal statute.

## ARTICLE 8

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Price, shall be made by the Owner to the Contractor when the Work has been completed and accepted by the Engineer and the Owner.

## ARTICLE 9

### LIQUIDATED DAMAGES

All time limits stated in the Contract Documents and the Construction Plans are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents and Construction Plans, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the Owner will incur additional expenses specifically for unanticipated efforts and costs of the Engineer, the Construction Manager, the Resident Engineer/Inspector; plus any related incurred expenses (per diem, lodging, etc.); and that the parties hereto wish to fix the amount of said specific costs/damages in advance.

The Contractor will be assessed the following Liquidated Damages if he exceeds any of the time limits stated within these Contract Documents or the Construction Plans. Liquidated Damages are identified below:

1. **Phase 1 – \$500** per day for each and every day's delay in Substantial Completion and Acceptance of the work required to be done by the Contractor within the total specified Contract time, (**30 Calendar Days**).
2. **Phase 2 – \$500** per day for each and every day's delay in Substantial Completion and Acceptance of the work required to be done by the Contractor within the total specified Contract time, (**5 Calendar Days**).
3. **Final Completion – \$500** per day for each and every day's delay in Final Completion and Acceptance

of the work required to be done by the Contractor within the total specified Contract time, (**7 Calendar Days**).

The above Liquidated Damages represent a reasonable estimate of the above-noted specific additional costs to the Owner for such breach, therefore, the Owner and Contractor agree to the above liquidated damages for the breach of the agreement to complete any work required to be done by the Contractor on or before the time of completion and acceptance, and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the Contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner. Assessment of Liquidated Damages will be in conformance to *General Provisions* Section 80-08 *Failure to Complete on Time*.

IN WITNESS WHEREOF, five (5) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first herein written.

## **ARTICLE 10**

### **Independent Contractor**

Contractor is an independent contractor and is responsible for all taxes (including employment taxes) and insurance applicable under existing laws with respect to the fees paid under this Contract. Neither Contractor, nor its subcontractors, employees or agents shall have authority to bind the Owner in any contract or agreement. Neither Contractor, nor its subcontractors, employees or agents will have any claim or right to participate in any retirement, bonus, welfare or benefit plans of the Owner. Contractor acknowledges that neither it, nor its employees or its subcontractors are entitled to unemployment insurance benefits or workers' compensation benefits from The Owner, its elected officials, agents, or any other County benefits or compensation from any program administered or funded by The Owner. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is *not* a party to this Contract.

## **ARTICLE 11**

### **Expenses**

Except as specifically set forth in this Contract, Contractor is responsible for Contractor's expenses and overhead, including without limitation, travel, insurance, material and equipment expenses, and expenses in connection with furthering Contractor's skills or membership in professional societies and organizations.

## **ARTICLE 12**

### **Liability for Damages**

1. The Owner, its officers, agents or employees, shall not in any manner be answerable or responsible for any loss or damage to the Work or to any part of the Work; for any loss or damage to any materials, building, equipment or other property that may be used or employed in the Work, or placed on the worksite during the progress of the Work; for any injury done or damages or compensation required to be paid under any present or future law, to any person, whether an employee of Contractor or otherwise; or for any damage to any property occurring during or resulting from the Work.
2. Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will defend, indemnify and hold harmless Owner, its elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from any and all



liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. In addition, the parties reserve the right to bring tort claims in the event of the discovery of an intentional fraud committed during contract performance. Nothing in this indemnification agreement shall be construed in any way to be a waiver of County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended and as may be amended from time to time. This section shall survive the termination of this Contract. As a political entity and subdivision of the State of Colorado, Fremont County is not authorized to indemnify any party, public or private, from the claims, demands, or damages of third parties.

## **ARTICLE 13**

### **Indemnity Requirements for Design and Engineering**

Pursuant to C.R.S. § 13-50.5-102(8)(a), any public contract or agreement for architectural, engineering, or surveying services; design; construction; alteration; repair; or maintenance of any building, structure, highway, bridge, viaduct, water, sewer, or gas distribution system, or other works dealing with construction, or any moving, demolition, or excavation connected with such construction that contains a covenant, promise, agreement, or combination thereof to defend, indemnify, or hold harmless any public entity is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the indemnity obligor or the indemnity obligor's agents, representatives, subcontractors, or suppliers. Any such covenant, promise, agreement, or combination thereof requiring an indemnity obligor to defend, indemnify, or hold harmless any public entity from that public entity's own negligence is void as against public policy and wholly unenforceable.

## **ARTICLE 14**

### **Prohibition Against Discrimination**

1. Contractor shall not discriminate because of race, color, religion, sex, age, national origin, marital status, disability or status as a Vietnam veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment-related activities concerning Contractor's employees. In addition, Contractor affirms that it is an equal opportunity and affirmative action employer, and that it shall comply with all applicable federal, state, and local laws and regulations including, but not limited to, the letter and spirit of the Colorado Anti-Discrimination Act, executive order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans With Disabilities Act, the Colorado Anti-Discrimination Act; and any additions or amendments thereto. The Equal Opportunity Clauses set forth in 41 CFR § 60-1.4 and 41 CFR § 60-741.5 are hereby incorporated by reference into this Contract.
2. No contractor, subcontractor or any person on behalf of such contractor or subcontractor, shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, color, religion, sex, sexual preference, or national origin. For each person who is discriminated against or intimidated in violation of the provisions of this Contract, there may be deducted from the amount payable to Contractor by Owner under this contract a penalty of \$100.00 for each calendar day during which discrimination or intimidation occurred. This Contract may be canceled or terminated by Owner, and all monies due or to become due under this Contract may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of this Contract. The deduction of any moneys or termination of Contract under this section shall not operate as a bar to any person pursuing individual legal remedies for discrimination.
3. In all solicitations by Contractor for any work related to this Contract to be performed under a



subcontract, either by competitive bidding or negotiation, Contractor shall notify each potential subcontractor of Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

## **ARTICLE 15**

### **No Waiver of Breach**

The Owner's failure to insist upon strict compliance with the provisions of this Contract will not be construed in any way as a waiver of any of the Owner's rights or privileges. All remedies afforded in this Contract shall be cumulative, that is, in addition to every other remedy provided in this Contract or by law.

## **ARTICLE 16**

### **Prohibition on Acceptance of Gifts**

Pursuant to Section 3 of Art. XXIX of the Constitution of the State of Colorado, County Employees or contractors cannot accept any gifts, meals, theatre or sporting event tickets unless:

1. the aggregate value of things received from a single source does not exceed \$75/calendar year; or
2. the County employee/elected official gave the donor consideration of equal or greater value; or
3. an enumerated exception applies.

## **ARTICLE 17**

### **Personal Identifiable Information**

If Contractor or any of its subcontractors will or may receive Personal Identifiable Information ("PII") as defined in CRS § 24-73-101, *et seq.* and as may be amended from time to time, under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the Owner, including without limitation, all legal requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a "Third-Party Service Provider" as defined in CRS § 24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS § 24-73-101.

## **ARTICLE 18**

### **Colorado Open Records Act**

All information provided under this Contract is subject to public disclosure under the Colorado Open Records Act ("CORA") or the Colorado Criminal Justice Records Act ("CCJRA") unless clearly identified and marked as confidential and qualifies as confidential under CORA or CCJRA.

## **ARTICLE 19**

### **Controlling Law and Jurisdiction**

The interpretation and performance of this Contract shall be construed under the laws of Colorado, without regard to choice of law principles. In the event of litigation, jurisdiction and venue shall be in the Fremont County District Court.



## **ARTICLE 20**

### **Successors and Assigns; Assignment; Subcontractors**

The rights and obligations of the Owner under this Contract will inure to the benefit of and will be binding upon the successors and assigns of Owner. Contractor may not subcontract, pledge, assign or transfer either this Contract or any of the payments or benefits under this Contract without the written consent of Owner.

## **ARTICLE 21**

### **Statutory and Regulatory Requirements**

This Contract is subject to all statutory and regulatory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following:

1. Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the Owner receives a verified statement that Contractor has not paid amounts due to any person who has supplied labor or materials for the Project.
2. The work shall be in compliance with the Davis-Bacon Wage Rates

## **ARTICLE 22**

### **Attorney Fees**

Notwithstanding any provision in any other document or proposal, each party shall be responsible for its own attorney fees and costs in connection with enforcing this Contract.

## **ARTICLE 23**

### **Captions**

The captions in this Contract are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Contract or any part thereof.

## **ARTICLE 24**

### **Amendment**

This Contract shall not be amended, except by subsequent written Contract of the parties.

## **ARTICLE 25**

### **Severability**

If a tribunal of competent jurisdiction determines that any provision of this Contract is void, illegal, or unenforceable, the other provisions will remain in full force and effect. Any provision determined to be void, illegal, or unenforceable will be limited so that this Contract will remain in effect to the fullest extent permissible by law.



## ARTICLE 26

### Priority of Provisions

In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup>: This Contract unless otherwise provided for in a subsequent contract or agreement
- 2<sup>nd</sup>: Request for Proposal (if applicable)
- 3<sup>rd</sup>: Insurance Requirements
- 4<sup>th</sup>: Exhibit A - Scope of Services and details of Contractor's Fees (if applicable)
- 5<sup>th</sup>: Response to Request for Proposal (if applicable)

## ARTICLE 27

### Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

## ARTICLE 28

### Authority

Each person signing this Contract represents and warrants that s/he is fully authorized to enter into and execute this Contract, and to bind the party it represents to the terms and conditions.

## ARTICLE 29

### Notices

All notices shall be in writing. Notices will be deemed to have been duly given if delivered personally or if mailed via certified mail (return receipt requested and postage prepaid) and confirmed by such certified mail receipt, given by facsimile or e-mail confirmed by receipt, or sent by courier confirmed by receipt, addressed to the party at the address set forth below or at such other address as either party may designate to the other in accordance with this Section. Notices shall be deemed to be given on the date of receipt, except that if delivery is refused, notice shall be deemed given on the fifth (5<sup>th</sup>) day after it is sent.

## ARTICLE 30

### Third Party Beneficiary

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Owner and Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

## ARTICLE 31

### Termination of Prior Agreements

This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.



## ARTICLE 32

### Waiver

Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

## ARTICLE 33

### Survival

All express representations, indemnifications or limitations of liability included in this Contract will survive its completion or termination for any reason.

## ARTICLE 34

### Binding Effect

This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.

## ARTICLE 35

### Entire Agreement

All exhibits to this Contract and provisions set forth in Owner's Request for Proposal and Contractor's responses to the Owner's Request for Proposal, if any, together with any alterations and/or modifications, are incorporated as part of this Contract and such represent the entire agreement between the Owner and Contractor with respect to the transactions contemplated by this Contract and supersede all previous negotiations, commitments, letters of intent and other writings.

FOR THE Contractor

Joshua C Reinhard

By:

Name

President

Title

Date: 6/9/2025



Clerk

FOR THE Owner

By:

Name

Title

FREMONT COUNTY, COLORADO  
PARTY OF THE FIRST PART (OWNER)

APPROVED: (AS TO FORM)

COUNTY ATTORNEY

PARTY OF THE SECOND PART (CONTRACTOR)