

CONSTRUCTION CONTRACT

THIS AGREEMENT, made this ____ day of _____, 2019, by and between the City of Alamosa and _____, hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor shall provide materials and services to meet the project objectives identified in their proposal dated _____ and titled _____.
2. The Contractor shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein.
3. The Contractor shall commence the work required by the Contract Documents at their convenience. Contractor will be required to complete the work outlined herein and depicted on the project plans by _____.
4. The Contractor agrees to perform all of the work described in the Contract Documents and comply with terms therein for the unit costs as shown on the attached Bid Quotation.
5. The term "Contract Documents" means and includes the following:
 - (1) Bid
 - (2) Agreement
 - (3) City of Alamosa Standard Construction Specifications, dated March 2012
 - (4) Special Provisions
 - (4) Notice to Proceed
 - (5) Certificates of Insurance and performance bond.
6. Payment shall be made in accordance with the March 2012 Standard Construction Specifications.
7. **INDEPENDENT CONTRACTOR.** Contractor and City acknowledge that all duties hereunder to be performed by Contractor are to be performed by Contractor acting as an independent contractor, and not as an employee, agent, servant, joint venture, partner, or trustee of the City. City shall have no right to control the day-to-day operations, or the methodology of Contractor's performance under this agreement, except to assure compliance with the applicable standards, specifications, and time requirements of Contractor's performance. Contractor customarily is engaged in the independent trade, occupation, profession, or business related to the duties to be performed by Contractor under this Contract. It is understood that Contractor is free to contract for similar services to be performed for others while under contract with the City so long as Contractor is able to fully

satisfy Contractor's obligations under this Contract. Contractor shall pay when due all required employment taxes and income tax withholding with respect to its employees and agents, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor is obligated to pay federal and state income tax on any monies earned pursuant to the contract relationship, if any be due. Contractor acknowledges that this Contract does not give rise to any duty of City to incur unemployment insurance obligations, or coverage under the applicable workers' compensation laws. **CONTRACTOR AND ITS EMPLOYEES ARE NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS OR UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONTRACTOR OR A THIRD PARTY PROVIDES SUCH COVERAGE, AND CONTRACTOR ACKNOWLEDGES THAT CITY DOES NOT PAY FOR OR OTHERWISE PROVIDE SUCH COVERAGE.** Contractor shall have no authorization, express or implied to bind the City to any agreement, liability, or understanding except as expressly set forth herein.

8. **COLORADO PREFERENCE AND NON-DISCRIMINATION.** Contractor shall comply with the provisions of CRS § 8-17-101 et seq and shall specifically ensure that not less than eighty percent of each class of labor of skilled and common labor shall be Colorado residents at the time this Agreement is performed, without discrimination as to race, color, creed, sex, age, or religion except where sex or age is a bona fide occupational qualification.

9. **ILLEGAL ALIENS.**

A. Contractor certifies that it shall comply with the provisions of CRS § 8-17.5-101 et seq. Contractor shall not knowingly engage an illegal alien to perform work under this Agreement, enter into a contract or sub-contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly engage an illegal alien to perform work under this Agreement. This applies to Contractor's support staff.

B. Contractor represents, warrants, and agrees that it (i) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the e-verify program or the department program administered by the Colorado department of labor; (ii) will not use the e-verify or department program procedures to undertake pre employment screening of job applicants while this Agreement is being performed; (iii) if Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, she will (a) notify the subcontractor and the City within three (3) days that she has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and (b) terminate the subcontract with the subcontractor if, within three (3) days of receiving the notice required above, the subcontractor does not stop employing or contracting with the illegal alien (unless during that 3 day period the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with the illegal alien).

C. Contractor shall comply with all reasonable requests made in the course of an investigation under CRS § 8-17.5-102(5). Failure to comply with any requirement of this provision or CRS § 8-17.5-101, et seq., shall be cause for termination for breach of this agreement, which shall obligate Contractor to pay City's actual and consequential damages.

10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

CITY OF ALAMOSA

CONTRACTOR

HARRY REYNOLDS

PUBLIC WORKS, DIRECTOR

SIGNED

Print name and Title