

**SUPPLEMENTAL TERMS AND CONDITIONS  
FOR CONSTRUCTION, INSTALLATION OR REPAIR WORK**

**RFQ NO. 20-128  
SOCIAL MEDIA CAMPAIGN -SPANISH RADIO  
PO NO. \_\_\_\_\_**

WHEREAS, CONTRACTOR and EL PASO COUNTY, hereafter known as "COUNTY", have entered into an agreement relating to the construction, installation or repair work described on the attached Purchase Order, hereinafter referred to as "P.O."; and

WHEREAS, CONTRACTOR and the COUNTY understand that, in certain important respects, the terms and conditions of the P.O. are insufficient to cover the work to be performed; and

WHEREAS, both parties desire to supplement those terms and conditions with this document.

NOW, THEREFORE, CONTRACTOR and the COUNTY agree that these SUPPLEMENTAL TERMS AND CONDITIONS shall become a part of the P.O. entered into between CONTRACTOR and the COUNTY as more fully described in the attached P.O. and any other documents specifically referenced in such P.O.

**A. DEFINITIONS:**

**ARCHITECT/ENGINEER:** The principal architect or engineer under contract with or in the employ of the COUNTY who, depending on the terms of the contract, may or may not be responsible for the supervision of the CONTRACTOR'S performance or work.

**CONTRACTOR:** The sole proprietorship, partnership or corporation to which the P.O. is addressed.

**OWNER:** EL PASO COUNTY, acting by and through the Board of County Commissioners or their designee.

**PURCHASE ORDER:** Written evidence of the COUNTY'S acceptance of the CONTRACTOR'S previous and un-retracted offer to perform the work subject to the P.O. for the price stated therein. An enforceable contract.

**REPRESENTATIVE OR PROJECT MANAGER:** An employee or representative of the COUNTY assigned to inspect and verify the CONTRACTOR'S performance or work.

**SUBCONTRACTOR:** A sole proprietorship, partnership or corporation which has a contract with the CONTRACTOR at the work site, but without contractual relationship to the COUNTY.

**SUPPLIER:** A sole proprietorship, partnership, or corporation which either over the counter or under contract furnished the CONTRACTOR material or equipment incorporated in the work or otherwise incident to the CONTRACTOR'S performance, but which performs no labor at the work site, and is without contractual relationship to the COUNTY.

**WORK:** The work or service the CONTRACTOR is to furnish to the COUNTY by acceptance of the P.O.

**B. TERMS AND CONDITIONS:**

The terms and conditions contained on the back of the P.O. shall be supplemented by these terms and conditions. To the extent these terms and conditions are inconsistent with the terms and conditions contained on the back of the P.O., these terms and conditions shall govern.

**C. SCOPE OF WORK:**

The CONTRACTOR, as promptly and as economically as practicable, shall furnish all of the required materials, labor and equipment and perform all of the services necessary for the construction, installation or maintenance as described in the P.O. and in any specifications, drawings, bid documents or other descriptive data that may be referred to in the P.O.

**D. ROYALTIES AND PATENTS:**

The CONTRACTOR shall pay all royalties and license fees which may occur. CONTRACTOR shall defend the COUNTY against all suits or claims for infringement of any patent rights and shall hold the COUNTY harmless from loss on account thereof.

**E. SUPERINTENDENT OF THE WORK:**

The CONTRACTOR shall keep a competent and reliable superintendent on the job at all times that labor is being performed. The superintendent, in the CONTRACTOR'S absence from the site, shall represent the CONTRACTOR and any authoritative directions given to the superintendent by the COUNTY shall be as binding as if given to the CONTRACTOR.

**F. TIME OF COMPLETION:**

The work to be performed by the CONTRACTOR shall be as stated in the P.O. and shall be completed in accordance with the specifications on or before the date set forth in the P.O. If, however, the CONTRACTOR is delayed in the performance or completion of the work under the P.O. by labor strikes, lock-outs, fire, unavoidable casualties, or other causes beyond the control of the CONTRACTOR and without its fault or negligence, then the time for the performance or completion of said work may be extended for a

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reasonable period. Any extension for a period of seven (7) days or more shall be valid only if the same is in writing signed by a County Representative.

G. COMPENSATION

COUNTY shall pay the CONTRACTOR the total amount of compensation as stated in the P.O. upon completion of work as stated in the P.O. Notwithstanding anything to the contrary within the P.O., any financial obligations of the COUNTY payable during and/or after the current fiscal year are contingent upon funds being appropriated, budgeted and otherwise made available. Non-appropriation of funds shall not be deemed a default or breach by the COUNTY of its obligations under the P.O.

1. Payment:

Unless otherwise provided for in the P.O., payment shall be due, upon receipt of invoice from the CONTRACTOR and approval by the County Representative, thirty (30) days after the work is completed in accordance with the specifications. Said payment shall not be due until the CONTRACTOR has delivered to the COUNTY receipts in full covering all labor and materials for which a lien could not be filed, or a bond satisfactory to the COUNTY indemnifying it against any lien.

2. Progress Payments:

Unless stated otherwise in the P.O., if the total amount due is twenty-five thousand (\$25,000) dollars or less, payment to the CONTRACTOR will be made in one (1) lump sum after completion of and the COUNTY'S acceptance of the work. If the P.O. amount is in excess of twenty-five thousand (\$25,000) dollars, the CONTRACTOR may requisition and receive progress payments in the amount of ninety (90) percent of the value of the invoice.

3. Change Orders, Alterations and Modifications:

- a. The COUNTY may, at any time by a written change order and without notice to CONTRACTOR'S sureties or assignees, change the scope of the work covered, the drawings, specifications or other descriptions, or the required time of completion. In connection with any such change order, the COUNTY may issue an order with which CONTRACTOR shall fully comply and CONTRACTOR shall be excused from proceeding with the work as changed only for the time as indicated by the COUNTY. Promptly upon receipt of the details of any such change order, CONTRACTOR shall either advise that the change will not affect its costs or furnish (1) a breakdown of estimated costs and changes in the payment amount attributed thereto and (2) a statement of any necessary changes in the time of completion. CONTRACTOR'S failure to advise the COUNTY within ten (10) days of the effect of any change order shall constitute CONTRACTOR'S consent to conform to the change without an increase in the payment amount or without change in other terms and conditions of the P.O. The change order authorized by this paragraph shall be effective notwithstanding the absence of CONTRACTOR'S formal written acceptance thereof.
- b. If the change order causes a material increase or decrease in costs, an equitable adjustment of the total amount due to be paid to CONTRACTOR shall be negotiated by the COUNTY and the CONTRACTOR and incorporated into any change.
- c. All changes in the work shall be authorized only by written change order. Per Colorado Revised Statutes (C.R.S.), Section 24-91-103.6, as amended, the COUNTY shall not issue any change order or other form of directive requiring additional compensable work to be performed which will increase the total amount due beyond that amount budgeted and approved for this project.

H. MATERIALS AND EMPLOYEES:

1. Unless otherwise specified and approved by the COUNTY, all materials shall be new and both workmanship and materials shall be of industry accepted quality. The CONTRACTOR shall, if requested by the COUNTY, furnish samples or other satisfactory evidence as to the quality of materials used on the project and all materials thereafter furnished by the CONTRACTOR shall be in strict accord with the approved samples.
2. The CONTRACTOR shall, at all times, enforce strict discipline and safety rules among its employees, and shall not employ on the job any unfit person or anyone not skilled in the work assigned to them.

I. CONTRACTOR'S PERFORMANCE AND PAYMENT BONDS and INSURANCE:

1. ~~The CONTRACTOR may be required to furnish a Performance Bond and a Labor and Material Payment Bond each for one hundred (100%) percent of the P.O. amount. The surety on such bonds must be issued by a corporation authorized to transact such business in the State of Colorado and must be listed on the Department of the Treasury's Fiscal Service register. N/A~~
2. The CONTRACTOR shall secure and maintain in force throughout the duration of this contract commercial general liability insurance with a minimum coverage of \$2,000,000 per occurrence/aggregate for personal injury, and \$1,000,000 per occurrence/aggregate for property damage. Said insurance policy shall name the COUNTY as additional insured (except professional liability and employer's liability) and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the COUNTY. Certificates of coverage as required by this section shall be delivered to the Contracts & Procurement Division within ten (10) days of execution of this contract and will be made a part of this P.O.

J. EQUAL OPPORTUNITY:

The CONTRACTOR agrees to comply with the letter and spirit of the C.R.S., Sections 24-34-301, the Colorado Civil Rights Division Commission Procedures, and 24-34-308, which details employment practices as well as any amendments of these or other applicable statutes.

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K. LAWS:

1. The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of the P.O. Any provision of the P.O., whether or not incorporated herein by reference which provides for arbitration by any extra judicial body or person or which is otherwise in conflict with said laws, rules and regulations, shall be considered null and void.
2. ILLEGAL ALIENS: PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101 and 102, and Public Law 208, 104<sup>th</sup> Congress, as amended and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended. CONTRACTOR certifies that the CONTRACTOR shall comply with the provisions of CRS 8-17.5-101 et seq. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this CONTRACT. CONTRACTOR represents, warrants, and agrees that it (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the basic pilot program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The CONTRACTOR shall comply with all reasonable requests made in the course of an investigation under CRS 8-17.5-102 by the Colorado Department of Labor and Employment. If the CONTRACTOR fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the COUNTY may terminate this contract for breach and the CONTRACTOR shall be liable for actual and consequential damages to the COUNTY.
3. Colorado Labor Preference: The provisions of Sections 8 17 101 and 102, C.R.S. may be applicable to this Contract. If this Contract includes federal funds, this paragraph does not apply. If the work to be performed under this services contract falls within the definition of 'public works project', then the Colorado Labor Preference applies. Colorado labor must be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project. "Colorado labor" means any person who is a resident of the State of Colorado, at the time of the public works project, without discrimination as to race, color, creed, sex, age or religion except when sex or age is a bona fide occupational qualification. A resident of the state of Colorado is a person who can provide a valid Colorado driver's license, a valid Colorado state-issued photo identification, or documentation that he or she has resided in Colorado for the last thirty days.

L. SALES AND USE TAX:

1. The CONTRACTOR and subcontractors shall include in their invoices all City of Colorado Springs Sales and Usage Tax, and El Paso County Sales and Usage Tax. State of Colorado taxes shall not be included. On application by a purchaser, the State of Colorado Department of Revenue shall issue to the CONTRACTOR and subcontractor certificates of exemption indicating that the purchase of construction materials is free from Colorado State Sales Tax. The CONTRACTOR will execute and deliver to the COUNTY certificates as required to permit the COUNTY to make application for refund of said sales and use taxes.
2. CONTRACTOR shall furnish the COUNTY appropriate Sales Tax form(s) with each monthly request for progress payment. If the CONTRACTOR fails to keep such records resulting in the inability of the COUNTY to collect the amount of sales tax which the CONTRACTOR has paid, the CONTRACTOR shall be liable to the COUNTY for the amount of sales tax which the COUNTY would have recovered had the CONTRACTOR kept sufficient records.

M. DEFAULT BY CONTRACTOR:

1. In the event the CONTRACTOR should fail to perform the work properly and diligently or default in performance of any provision of the P.O. and its collateral documents, the COUNTY may, after issuing a seven (7) day written notice to CONTRACTOR and without prejudice to any other remedy that the COUNTY may have, dismiss the CONTRACTOR and complete the work. The COUNTY may also deduct the cost of this work from any unpaid balance due on the P.O. The CONTRACTOR shall reimburse the COUNTY any amount in excess of the original P.O. amount and any subsequent change orders. The COUNTY shall have cause of action by law for the amount of such excess and all costs of prosecution of such action.
2. If the CONTRACTOR fails to pay any of the costs properly incurred, the COUNTY shall have the right to pay such costs directly, upon twenty-four (24) hours written notice to the CONTRACTOR and deduct such costs from the total P.O.
3. If the CONTRACTOR should fail in the performance of the work as described in the P.O. or to perform any provision of the P.O. or subsequent change orders, the COUNTY may serve a Notice of Concern in writing upon said contractor to remedy said failure. Upon the refusal or neglect of the CONTRACTOR to remedy such failure, the COUNTY shall be entitled to remedy such deficiency and any cost thereby incurred by the COUNTY shall be paid for from the account of the CONTRACTOR and deducted from the total P.O. amount.
4. Any expense or cost arising out of the CONTRACTOR'S negligence or that of its agents or employees for (1) replacing defective work, (2) damage to COUNTY property, or (3) for the disposal of material wrongly supplied may be paid by the COUNTY from the account of the CONTRACTOR and deducted from the total P.O. amount.

N. SUSPENSION OF WORK:

For good and sufficient cause, such as (a) unsuitable weather, (b) faulty workmanship, (c) improper supervision, (d) CONTRACTOR'S failure to carry out any reasonable order or perform any provision of the P.O. and collateral documents, or (e) any other circumstance unfavorable for performance of the work, the COUNTY shall have the right to suspend the CONTRACTOR'S performance of the work. Notice of such suspension shall be in writing. The CONTRACTOR may, upon such notice, reschedule the work to be performed or rectify an unsatisfactory situation only if so agreed to in writing by the COUNTY representative. The CONTRACTOR shall then resume performance of the work promptly.

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O. SET OFFS:

CONTRACTOR agrees that the COUNTY shall have the right to set off any amounts which may become payable by the COUNTY to the CONTRACTOR under the P.O. or otherwise any amounts which the CONTRACTOR may owe to the COUNTY arising under the P.O. or otherwise.

P. PROTECTION OF WORK, PROPERTY AND PERSONS:

1. It is specifically understood and agreed that, during the progress of the work under the P.O., the CONTRACTOR shall take extreme precautions against the possibility of fire on the COUNTY'S property and maintain adequate protection of the work, adjacent property and the public, and shall be responsible for any damage or injury due to its act or neglect.
2. Notwithstanding any other provision in the P.O. to the contrary, the CONTRACTOR hereby assumes responsibility and liability for any and all damage or injury of any kind or nature whatever (including death or personal injury resulting therefrom) to all persons, whether employees of the CONTRACTOR, or otherwise, and to all property caused by, resulting from, or arising out of the CONTRACTOR'S negligence or that of its agents or employees.

Q. TITLE TO THE WORK:

The title to all work completed or in the course of construction and to all materials on account of which any payment has been made by the COUNTY to the CONTRACTOR shall be with the COUNTY.

R. SUBCONTRACTORS:

The CONTRACTOR agrees that every subcontractor shall be bound to terms and conditions materially and substantially comparable to those contained herein unless otherwise authorized and approved by the COUNTY.

S. SEPARATE CONTRACTS:

The COUNTY shall have the right to let other contracts in connection with this work or other work and the CONTRACTOR shall afford other vendors or contractors reasonable opportunity for the execution of their work and shall properly coordinate its work and theirs.

The CONTRACTOR shall be liable for any damage that the CONTRACTOR, its agents or employees may cause to any other vendor or contractor working on the project and shall save the COUNTY harmless therefrom.

T. USE OF PREMISES:

The CONTRACTOR shall confine its equipment, the storage of materials and the operation of its workers to limits indicated by law, ordinances or permits, and shall not unreasonably encumber the premises with its materials. Before storing any materials or apparatus or before constructing any temporary work shanty or workshop upon the COUNTY'S premises, the CONTRACTOR shall obtain clearance from the COUNTY representative in writing designating the location and space on the COUNTY'S premises for such storage. In addition, before the CONTRACTOR moves or relocates any storage area or temporary shanty or workshop, it shall obtain similar clearance in writing from the COUNTY designating new or additional space on the COUNTY'S premises.

U. PERMITS AND REGULATIONS:

1. Before commencing the performance of any of the work under the P.O., the CONTRACTOR shall obtain all necessary permits and licenses and, during the progress of work as described in the P.O., post all notices and comply with all the laws, ordinances, rules and regulations, now or hereafter, in effect promulgated by any Federal, State, County, or other governmental authority relating to the performance of work under the PO. If the CONTRACTOR performs any work that is contrary to any such law, ordinance, rule or regulation, it shall bear all the cost arising therefrom.
2. The CONTRACTOR specifically agrees to abide by and observe all standards and regulation of the Occupational Safety and Health Administration (OSHA) and Environmental Protection Agency (EPA) Regulations which are applicable to the work being performed.

V. ASSIGNMENT:

None of the sums due nor any of the work to be performed under the P.O. shall be assigned, nor shall the CONTRACTOR subcontract any portion of the work without the COUNTY'S prior written consent.

W. CLEANING UP:

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste material or rubbish caused by its employees or the work. Upon completion of the work, CONTRACTOR shall remove from the premises all rubbish, implements and surplus materials and shall leave the premises "broom clean".

X. TERMINATION:

1. Notwithstanding anything in the specifications to the contrary, if the CONTRACTOR should fail to make progress so as to endanger the performance of the work in accordance with the terms and conditions of this P.O., or if the CONTRACTOR should fail to make prompt payment to any subcontractors for material or labor, or violate any laws, ordinance or regulations, or otherwise violate any provision of this P.O., the COUNTY may, without prejudice to any other right or remedy, cancel this P.O. in whole or in part upon seven (7) days written notice and proceed to complete or cause the work to be completed. The COUNTY may deduct the cost of

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completing said work from payment then or thereafter due to the CONTRACTOR, who shall pay the COUNTY any amount by which such cost of completion shall exceed the unpaid monies due or to become due to the CONTRACTOR.

2. In addition to the provision of paragraph (a) above, the COUNTY shall have the right to cancel this P.O. without cause upon five (5) days' written notice to the CONTRACTOR, but, in that event, the COUNTY shall pay to the CONTRACTOR a proportionate amount of the total P.O. amount, as amended, based upon the percentage of the completion of the work as described in the P.O. and any change order thereto.
3. The COUNTY may cancel the P.O. upon thirty (30) days prior written notice to the CONTRACTOR in the event of the enactment of any Federal or State Statute, constitutional provision, rule or regulation; or the issuance of any judicial or administrative order or decision; or the imposition of any Federal or State mandate or directive which materially changes the COUNTY'S financial and/or performance obligations under the P.O. and the parties hereto. Such termination by the COUNTY shall not be deemed a default or breach by the COUNTY of its obligations under the P.O.

Y. CONTRACTOR'S GUARANTEE:

The CONTRACTOR hereby guarantees to the COUNTY that all construction work performed under this P.O. shall be free from all defects of any kind at the time of completion thereof and for a period of one (1) year thereafter. During such period of one (1) year, the CONTRACTOR will (a) indemnify and hold harmless the COUNTY from and against all loss or damage arising out of, or in connection with, any such defects and (b) agrees, upon receiving notice from the COUNTY, to remedy and cure any such defect at the sole cost and expense of the CONTRACTOR.

Z. APPROVAL AND OWNERSHIP OF PLANS AND SPECIFICATIONS:

1. All plans and specifications drawn by the CONTRACTOR shall be submitted to the COUNTY for written approval prior to commencement of work or procurement of materials. Copies of such plans and specifications shall be furnished to the COUNTY and all designs, plans, specifications, improvements, inventions, and all rights pertaining thereto, developed by the CONTRACTOR in the course of performance under this P.O., shall be promptly disclosed to and shall become the sole and exclusive property of the COUNTY.
2. All drawings, specifications or other documents, whether tracing or originals, furnished by the COUNTY to the CONTRACTOR shall remain the property of the COUNTY and the CONTRACTOR shall make no copies or use of such drawings, specifications or documents except in performance of the work called for in the P.O. All such documents shall be returned to the COUNTY upon completion or termination of the P.O.

AA. COST BREAKDOWN:

If requested by the COUNTY, the CONTRACTOR agrees to make available to the COUNTY, within ten (10) days after the completion of the work as described in this P.O., such books, records, receipts, vouchers, or other data as may be deemed necessary by the COUNTY to enable it to arrive at appropriate cost figures for the purpose of establishing costs for the various materials and other elements which may have been incorporated into the work performed under the P.O.

BB. LIENS:

No mechanic's lien may lie against a publicly owned building in the State of Colorado. However, unsatisfied creditors for labor/or material of the CONTRACTOR are, by law, provided certain security. The CONTRACTOR shall complete a Waiver of Lien executed by each and all subcontractors and suppliers and submit such to the COUNTY with the Request for Final Payment.

CC. INDEMNIFICATION:

To the extent authorized by law, the **CONTRACTOR** shall defend, indemnify and hold the **COUNTY** free and harmless from and against any and all liabilities, demands, claims, damages, suits, judgments and decrees, and Court awards including costs, expenses and attorneys' fees, on account of injuries to or death or any person or persons or damage to any property arising out of or related to the **CONTRACTOR'S** intentional or negligent acts, errors or omissions or that of its agents, officers, servants and employees, subcontractors or assignees, whether contractual or otherwise, during the performance of this contract and pursuant to its terms. Nothing in this section shall be deemed to waive or otherwise limit the defenses available to the **COUNTY** pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S. or otherwise provided by law.

DD. SUBSTANTIAL COMPLETION:

1. For construction projects, if within ten (10) days after the CONTRACTOR'S declaration of substantial completion of the work, the COUNTY will make a final inspection thereof to determine whether the work has been completed in accordance with the terms and conditions of the P.O. and collateral documents. If the punch list results of such final inspection show deficiencies, the CONTRACTOR shall promptly be notified and will rectify all items thereon. When the COUNTY indicates acceptance of the work, the CONTRACTOR may request final payment, including retainage, in an amount not to exceed the P.O. amount.
2. Before final payment may be made on projects costing more than twenty-five thousand (\$25,000) dollars, the COUNTY must comply with C.R.S., Section 38-26-107, as amended, which requires that publication of a NOTICE OF FINAL PAYMENT be made twice in a newspaper of general circulation in EL PASO COUNTY. The date of final payment in such notice must be at least ten (10) days after the second publication of such notice.
3. Any unpaid creditor of the CONTRACTOR who supplied labor and/or material for the work has until the expiration of those ten (10) days in which to file with the COUNTY a verified statement of the amount due and unpaid.

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4. The COUNTY must withhold from payment to the CONTRACTOR the total amount of such claims for a period of ninety (90) days after the date in the NOTICE OF FINAL PAYMENT. The COUNTY may not directly make payment to the creditor(s). If within those ninety (90) days a creditor does not reach settlement with the CONTRACTOR, the CONTRACTOR must serve on the COUNTY a notice of "lis pendens" that the CONTRACTOR has brought action at law. Otherwise, the COUNTY, at expiration of such ninety (90) days, will pay the CONTRACTOR the amount withheld.

EE. POST COMPLETION:

Final payment made to the CONTRACTOR on account of work performed shall not relieve the CONTRACTOR of responsibility for faulty material or workmanship and, unless otherwise provided, the CONTRACTOR shall remedy any defect and pay for any damages which shall appear within one (1) year from the date of final acceptance of the work by the COUNTY.

FF. MISCELLANEOUS:

1. The terms "work" and "work under the P.O." include labor and materials as required for the performance of the requirements as described in the P.O.
2. Written notice under the P.O. shall be deemed to have been duly served when delivered in person to the CONTRACTOR or to a member of the firm or to an officer of the corporation for whom it is intended, or is sent by registered mail or by telegram to the CONTRACTOR at the address shown herein, or to the COUNTY at the address shown herein to the attention of the Procurement & Contracts Department.
3. Failure of either party to the P.O. to enforce any provision of the P.O. shall not be deemed a waiver of such provision or of subsequent failures to comply with any such provision.
4. The P.O. may not be altered or amended in any way whatsoever except in writing and signed by both of the parties hereto.

GG. SMOKING:

EL PASO COUNTY has a policy of NO SMOKING within the confines of County buildings unless otherwise designated. This regulation is strictly enforced. Violators will be requested to leave County buildings.

By signing below, the COUNTY and CONTRACTOR agree to execute these SUPPLEMENTAL TERMS AND CONDITIONS to the P.O. this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

EL PASO COUNTY, COLORADO  
CONTRACTS and PROCUREMENT DIVISION

CONTRACTOR

BY: \_\_\_\_\_  
CONTRACTS and PROCUREMENT MANAGER

BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date