



**REQUEST FOR PROPOSALS**  
**CONSULTING SERVICES FOR**  
**SCHOOL TRAIL FEASIBILITY STUDY**  
**TOWN OF COLLBRAN, MESA COUNTY, COLORADO**

**CDOT Project MTF M235-001**

**March 22, 2021**

ISSUED BY:  
TOWN OF COLLBRAN  
1010 HIGH STREET  
P.O. BOX 387  
COLLBRAN, CO 81624

## **PART 1 – GENERAL**

### **I. Purpose**

The Town of Collbran (Collbran) is soliciting Proposals from qualified consultants for a feasibility study and preliminary conceptual design of a pedestrian path (Pedestrian Path Feasibility Study) between the Town of Collbran and the Plateau Valley School, located at 56600 CO-330, Collbran, CO 81624. The study will evaluate options for a previously conceptualized trail along State Highway 330 and an alternate trail that has been proposed along Plateau Creek.

The Town of Collbran is a community of about 700 people located on the northern slope of the Grand Mesa, and the most remote community within Mesa County. The Town of Collbran is the only incorporated community within the greater Plateau Valley area, including the Powderhorn Ski area. Collbran is surrounded by some of Western Colorado's most scenic public lands such as the Grand Mesa and Vega State Park yet lacks non-motorized connectivity. It is the Town's goal to enhance connectivity within the Town and between the Town's parks, schools including the K-12 school and Job Corps, and rodeo grounds. To achieve this goal, the Town is proposing to complete a trail plan and feasibility study for nearly two miles of regional trail, building off of previous trail design work completed in the early 2000's.

Today, it is simply unsafe for community members to ride bikes or walk unless they are on the sidewalk network in our downtown core. The Town has one small trail segment, less than ¼ of a mile, which connects our downtown and our rodeo grounds. The Town has wonderful recreational amenities and is surrounded by some of Colorado's best public lands, yet these can only be accessed by vehicle. Students that live in town can only get to school by car, even though the school is within biking and walking distance. Students that live in the residency program at the Job Corps, located less than one mile from downtown must be shuttled to town when participating in activities in town and often walk to town when they are on free time as they are not allowed to have cars while enrolled in the residency program. Residents that do live in town are limited to sidewalks around the downtown core.

### **II. Scope of Services**

#### **A. General Project Description**

This project will help the Town identify a preferred trail alignment for a future trail, including verifying easements that the Town already has, identify easements that are needed, convening property owners to assess willingness to work together, evaluate previous engineering completed, and complete preliminary engineering/cost estimates for trail construction. With successful completion of this trail plan and feasibility study, the Town will be positioned to pursue construction of a regional trail.

There are two possible routes for the trail along Highway 330 or along PE Road which necessitates a crossing of Plateau Creek. Building a trail along the highway will have many

challenges, least of which is that Highway 330 lacks adequate right of way to widen the road and create safe shoulders. The travel lanes are narrow. Any trail will have to cross private property, meaning easements will have to be acquired. The Town began acquiring easements in the early 2000's south of the highway, and completed some engineering, but interest in the project dropped. The goal is to pick up where the Town left off in the early 2000's and determine if challenges for the Highway 330 alignment can be solved. Given the potential constraints to completing a trail along Highway 330, the Town will also explore a trail alignment that ties directly into the Town's trail system near the rodeo grounds, moving west along PE Road, and looking for a viable crossing of Plateau Creek.

The Town of Collbran intends to begin by building from previous trail planning efforts to finalize a trail alignment. This project will be broken down into the following stages with the goal of identifying a viable regional trail alignment, completing preliminary engineering, and developing cost estimates. The selected firm should be prepared to assist the Town with the following steps:

### **Step 1: Evaluation of early 2000's trail alignment**

In the early 2000's, the Town of Collbran worked with property owners along Highway 330 on a regional trail to connect the Town with its two education centers, including Plateau Valley School and the USDA Job Corps Center. The Town began acquiring easements for this trail alignment, but it is unclear if all necessary easements were obtained. To complete Stage 1 of the project, the consultant should evaluate the status of easements along the earlier alignment and ascertain property owner willingness/cooperation. Adjustments to this alignment may also be explored. The selected consultant should be prepared to communicate with all property owners involved to discuss the project and determine property owner cooperation.

### **Step 2: Identification of Possible Alternative Trail Alignments**

The previous alignment for the regional trail identified in the early 2000's has some challenges. The selected consultant should be prepared to evaluate an alternate trail alignment that follows Plateau Creek instead of Highway 330. Step 2 of this project will be to identify where that trail alignment would be located, and to contact property owners to determine willingness/cooperation.

### **Step 3: Identifying Engineering Challenges**

As part of the earlier effort to build this trail, the Town completed some engineering. The early trail alignment has known challenges, including crossing of a creek and other drainages, one area with grade changes, and the need to cross Highway 330 to make the connection to Plateau Valley School. These known challenges will be reevaluated in the context of existing trail easements and gaps in available easements.

Likewise, the alternative trail alignment will need to be evaluated for possible engineering challenges. For example, this alignment would require a crossing of Plateau Creek. There is an existing bridge where this crossing could be made, but the bridge belongs to the USDA Job Corps, a federally owned facility. Willingness to allow a trail to cross onto the Job Corps

property would have to be explored to make this a viable alternate, or identification of a potential alternative crossing explored.

**Step 4: Recommend Preferred Trail Alignment and coordinate stakeholder meetings to communicate the Preferred Alignment.**

The selected consultant should provide a final report that will evaluate the pros and cons of each trail alignment including willingness/cooperation of property owners, available existing easements, and known obstacles/challenges and recommend a preferred alternative. The select consultant should coordinate one or more stakeholder meetings to communicate the preferred alignment.

**B. Project Requirements**

DBE Goals

- The grant funding for this project is from the State of Colorado; therefore, there are no federal goals for DBE participation in this Contract.

General Requirements

- The consultant will be expected to provide a full range of engineering and planning services. The requirements discussed below are not to be considered the final scope of work. The final scope of work will be determined between the selected consultant and the Town.
- The final work product shall be a planning document that incorporates at a minimum the following items:
  - A Network Map that identifies important corridors and linkages connecting neighborhoods, schools, commercial centers, community services, & future transit locations.
  - One or more conceptual displays of potential trail alignments between downtown and the school.
  - A summary of impacted property owners and their willingness to provide necessary easements.
  - A preliminary cost estimate for each proposed alignment, including strategies for addressing the engineering challenges associated with each one.
  - Public Involvement meeting(s) to obtain resident and stakeholder input for the plan.
  - Specific Strategies and Policies to help guide implementation of the plan including potential funding sources.
  - Provide a high-level review of potential NEPA impacts/mitigation on each alignment.
- All work shall be completed using the latest AASHTO, CDOT, Mesa County

and Town of Collbran design and construction standards or guidelines, practices, and procedures. The consultant shall be responsible for coordination and management of all meetings with sub-consultants, agencies and interested stakeholders.

#### Additional Project Coordination and Requirements

- The consultant shall provide a bi-weekly status report via phone or email on the project progress to the Town Manager.
- The consultant shall provide a plan schedule and update it monthly for review.
- The consultant must provide detailed written monthly progress reports throughout the duration of the project. The progress reports will be part of the billing submitted monthly.
- Final Pedestrian Path Feasibility Study shall be submitted on electronic media in PDF format. All material submitted at the completion of this Plan shall become property of the Town.

#### **C. Project Schedule (Anticipated)**

- |                                  |                      |
|----------------------------------|----------------------|
| ● RFP Advertisement Issued       | 03/22/2021           |
| ● Proposals Due                  | 05/04/2021 (5:00 PM) |
| ● Consultant Selection by        | 05/25/2021           |
| ● Contract Negotiations/Award by | 06/04/2021           |
| ● Preliminary Draft              | 09/01/2021           |
| ● Final Document                 | 1/01/2021            |

A Pre-Submittal Meeting will not be held for this request.

### **III. Instructions to Consultants**

#### **A. Submittal Requirements**

Qualified consultants interested in performing the work described in this request for proposal should submit the following information to the Town in any order they choose.

1. Qualifications of your firm and staff proposed to perform the work on this project.
2. A list of similar projects completed in the last five years.
3. A list of critical issues that the consultant considers to be of importance for the project.
4. Provide a scope of work for the proposed design and management of the project. Upon award of selection, the scope of work will be revised with Town staff to formulate the final scope of work for the project.
5. COST DATA: All applicable cost data must be in a separate document from the bidder's technical proposal. Cost information should include hourly rates for assigned personnel, an estimate of time by assigned individual and any additional costs to be included to complete the work. Provide an estimated breakdown of costs for each phase of the project that you have outlined within your detailed scope of work and provide the "not to exceed" final total project cost for completing the Trail Feasibility Study. It should be noted that costs may not necessarily be the sole determining factor in consultant selection or contract award.
6. References from at least three other projects with similar requirements that have been completed within the past five years and that have involved the staff proposed to work on this project. As part of the reference check process, the Town may choose to review one or more of the listed projects.
7. Oral Presentations: Proposers may be requested to make an oral presentation of their proposal to the Town. The purpose of such a presentation will be to clarify the bidder's proposal to insure a thorough understanding of the project. This will be scheduled only if deemed necessary, and at no cost to the Town. The Town may, however, award the contract or determine finalists without benefit of an oral presentation.
8. Consultant's willingness to execute the Town of Collbran Standard Contract Agreement included as part of this RFP.
9. Limit the total length of your proposal to a maximum of 25 pages (excluding covers). The Town will reject submissions received that are longer than 25 pages in length.
10. Due to Covid 19 considerations, the Town of Collbran will accept electronic submittals and will not require hardcopies. Electronic submittal of the consultant's proposal will be accepted at [townmanager@townofcollbran.us](mailto:townmanager@townofcollbran.us).
11. The RFP is available electronically at [townofcollbran.colorado.gov](http://townofcollbran.colorado.gov)

12. The Town of Collbran reserves the right to reject any and/or all submissions, to further negotiate with the successful consultant and to waive informalities and minor irregularities in submissions received, and to accept any portion of the submission if deemed to be in the best interest of the Town. The total cost of preparation and submission shall be borne by the consultant. All information submitted in response to this request is public after the Notice of Award has been issued. The consultant should not include as part of the submission any information which they believe to be a trade secret or other privileged or confidential data. If the consultant wishes to include such material, then the material should be supplied under separate cover and identified as confidential. Entire submissions marked confidential will not be honored. The Town will endeavor to keep that information confidential, separate and apart from the submission subject to the provisions of the Colorado Open Records Act or order of court.

## **B. Contacts**

Questions related to the submittal requirements and procedures should be directed to:

Melonie Matarozzo, Town Manager  
(970) 487-3751  
[townmanager@townofcollbran.us](mailto:townmanager@townofcollbran.us)

## PART 2 – SELECTION PROCESS

### IV. Selection Criteria and Method

A selection committee shall include Town of Collbran Administration and Public Works staff and interested Board or community members.

#### Selection Criteria

##### Review and Assessment

Proposals will be evaluated on the following criteria.

The rating scale shall be from 1 to 10, with 1 being a poor rating, 5 being an average rating and 10 being an outstanding rating.

WEIGHTING FACTOR	QUALIFICATION	STANDARD
3.0	Approach of Proposal	Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project?
3.0	Assigned Personnel	Do the persons who will be working on the project have the necessary skills? Are sufficient people with the requisite skills assigned to the project?
1.0	Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm completed previous projects of this type and scope?
1.0	Availability	Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
2.0	Cost	Is the cost proposal reasonable and does it fit within the Town's budget?

##### Reference Evaluation (Top Ranked Firm)

The Town Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

Qualification	Standard
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work Completed within the specified Time? Were interim deadlines met in a timely manner?



Completeness	Was the Professional responsive to client needs: did the Professional anticipate problems? Were problems resolved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?
Job Knowledge	Did the consultant have the expertise to complete the Scope of Work? Were problems corrected quickly and effectively?

## **PART 3 – PROFESSIONAL SERVICES AGREEMENT**

### **V. Terms and Conditions**

The successful consultant, upon award of a formal contract, shall be paid on a specific rate and pay basis, not to exceed a stipulated amount without a prior authorization. The consultant may submit invoices at monthly intervals for work satisfactorily completed. The amount of such partial payment shall be based upon certified progress reports and billings covering work performed. All work must be invoiced by December 1, 2021.

### **VI. Agreement for Professional Services (Sample of Standard Contract)**

See Exhibit A – Professional Services Contract

**EXHIBIT “A”**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the TOWN OF COLLBRAN, COLORADO, a statutory municipality (the “Town”), and \_\_\_\_\_ (“Contractor”).

WHEREAS, the Town desires that Contractor perform a feasibility study and prepare a preliminary conceptual design of a pedestrian path (Pedestrian Path Feasibility Study) between the Town of Collbran and the Plateau Valley School as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the Contractor’s response to the Town’s Request for Proposals, attached as Exhibit A; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Town agrees to retain Contractor as directed by the Town Administrator and generally described on Exhibit A attached hereto and incorporated herein by this reference (“Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services upon notice to Contractor.

2. Compensation. The Town agrees to pay Contractor for the Services in an amount not to exceed \$\_\_\_\_\_ in accordance with the cost proposal as submitted by the Contractor. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until terminated by either party as set forth herein.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

5. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

8. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town.

(ii) The policies described in subparagraph a. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and

Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit B and incorporated herein by reference.

- e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.
- f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

- (i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least ten (10) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.
- (ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least ten (10) (same as Town) calendar days prior to the effective date of termination.

- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within five (5) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice

of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

11. Expiration: All work shall be completed prior to \_\_\_\_\_ unless extended by mutual agreement in writing.

12. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- a. Contractor does not knowingly employ or contract with an illegal alien.
- b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104<sup>th</sup> Congress, as amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.
- d. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:
  - (i) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.
  - g. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.
13. Compliance with C.R.S. § 24-76.5-103.
- a. If Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:
    - (i) complete the affidavit attached to this Agreement as Exhibit C.
    - (ii) attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit C.
  - b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the Town shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event the Town determines through such verification process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.
14. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Collbran Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
15. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.
16. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.
17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Mesa, State of Colorado.
18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*
19. Assignability. Contractor shall not assign this Agreement without the Town’s prior written consent.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

24. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town:                      Town Administrator  
   P.O. Box 387, Collbran, Colorado 81624

If to Contractor:                      \_\_\_\_\_  
   \_\_\_\_\_

25. Authority. Each person signing this Agreement, **and any addendums or attachments hereto**, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

26. Attorneys’ Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF COLLBRAN, COLORADO

By: \_\_\_\_\_  
Mayor

Contractor: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**  
**CONTRACTOR'S PROPOSAL**

**See attached scope of work and cost proposal**

**EXHIBIT B**

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS'  
COMPENSATION LAW AND ACKNOWLEDGEMENT OF  
RISK/HOLD HARMLESS AGREEMENT**

("Contractor") certifies to the Town of Collbran ("Town") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT C

### AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

I, \_\_\_\_\_, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- \_\_\_ I am a United States citizen, or  
\_\_\_ I am a Permanent Resident of the United States, or  
\_\_\_ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

<b>INTERNAL USE ONLY</b> Valid forms of identification
---current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, instruction permit ---current Colorado identification card ---U.S. military card or dependent identification card ---U.S. coast guard merchant mariner card ---Native American tribal document
The following forms of identification may be accepted through February 28, 2007*
---original birth certificate from any state of the United States ---certificate verifying naturalized status by U.S. with photo and raised seal ---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport ---order of adoption by a U.S. court with seal of certification ---valid driver's license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI ---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card
*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver's license.