



Town of Collbran, Colorado

Request for Proposals Engineering Services

ISSUED:

September 30, 2021

DEADLINE FOR PROPOSALS:

October 21, 2021
4:00 p.m. local
time

SUBMIT PROPOSALS TO:

Melonie Matarozzo, Town Manager
P.O. Box 387
Collbran, CO 81624
townmanager@townofcollbran.us
970-487-3751

This Request for Proposal (RFP) is not a competitive bid based upon price only. The Request for Proposal allows the Town of Collbran to select the consulting firm that best meets the needs of the Town, taking into consideration consultant qualifications, costs, products, and service capabilities and other factors relevant to the Town's policies, programs, administrative resources, and budget. The Town's policy is to review and solicit proposals for contract services every five years or as needed. This policy does not mandate changing contract service providers but to ensure the Town is receiving the best qualified and affordable services.

Overview

The Town of Collbran is requesting proposals from qualified firms licensed in the State of Colorado to provide professional municipal engineering consulting services on an ongoing and on-call basis. The successful firm will act as an extension of Town staff and will generally provide civil engineering services to include development review, transportation design, utility design, field observation services for capital projects and other technical support services related to this work.

The purpose of this Request for Proposals (RFP) is to provide prospective consultants with information needed to prepare and submit comprehensive proposals to the Town of Collbran for consideration and final selection. Once a top firm is identified, the Town and consultant will confirm goals and outcomes before executing the professional services agreement. A general description of the services requested are summarized in this RFP.

The selected firm will be managed primarily by the Town Manager. All communications from interested parties to the Town during the proposal submittal process shall be made to Melonie Matarozzo, Town Manager, at townmanager@townofcollbran.us or at 970-487-3751.

Submittal Requirements

Proposals may be submitted in a single PDF file under 20 MB and emailed to townmanager@townofcollbran.us. If electing to submit hard copy proposals instead, five (5) hard copies and one (1) digital copy will be received at the Town of Collbran, 1010 High Street, Collbran, Colorado 81624. Please note that the USPS will not deliver to the Town's physical address, so mail should be sent to the Town's post office address: P.O. Box 387, Collbran, CO 81624, however due to frequent delays in mail delivery, this is not a recommended method to transmit your proposal. No late proposals will be accepted.

If necessary, interpretation of or changes to this RFP may be made by written addendum. All questions must be submitted in writing via email to Melonie Matarozzo no later than Monday, October 11, 2021.

RFP Schedule

| | |
|---|---------------------|
| RFP Released to Consultants / Advertised: | September 30, 2021 |
| Final Day for Written Questions: | October 12, 2021 |
| Town Response Deadline to Questions: | October 15, 2021 |
| Proposals Due: | October 21 @ 4:00pm |
| Interviews (phone or in-person): | October 26-28, 2021 |
| Recommendation to the Board of Trustees: | October 29, 2021 |
| Contract Awarded: | November 2, 2021 |

Community and Background

The Town of Collbran is a small community of approximately 750 residents located at the base of the Grand Mesa in Eastern Mesa County. The Town provides a variety of Municipal Government services and operations through the executive, administration, public works, and marshal departments. The Town operates a municipal drinking water delivery system and a sanitary sewer collection and treatment system. The Town has six full-time employees and has contract consultants for legal, planning, engineering, and building inspection services.

Scope of Work

The services requested will not be limited to but may include some or all of the following in the final scope of work:

1. Engineering, design, drafting and field service support for various capital projects including roadways, sidewalks, storm drainage, public facilities, and utilities.
2. Provide survey services and geotechnical material testing.
3. Transportation design and construction management including public roadways, sidewalks, and stormwater collection.
4. Water distribution and sanitary sewer collection systems and treatment design and utility system modeling.
5. Assist the Town Manager and contracted planner and attorney with development review services including attending meetings and providing written correspondence and reports.
6. Serves as the Town's Engineer-of-Record as required.
7. Review construction plans, designs, reports, and other documentation provided by developers or contractors for public infrastructure projects and private development.
8. Incidental Services
 - Coordinate with Town staff on design tasks as needed.
 - Prepare cost estimates and written summaries of proposed capital projects for budgetary estimates.
 - Assist with updates to the Town's Asset Inventory and Capital Improvement Plan that was adopted in 2020. The plan is available at: [Collbran Capital Asset Inventory and Improvements Plan](#)
 - Perform site visits to verify existing conditions and assist with project management.
 - Attend public hearings and other meetings upon request.
9. Additional information - Sewer alternatives evaluation
 - The Town anticipates that one of the first projects the selected consultant will be asked to participate in will be a sewer alternatives evaluation. The Town currently operates a discharging two-cell lagoon system, and the Town wishes to have a detailed evaluation of alternatives that will meet upcoming federal and state requirements. The Town anticipates that it may need to seek financial assistance to implement any proposed option and therefore seeks to have the selected firm prepare an alternatives study in the format of a Preliminary Engineering Report (PER) that will meet the requirements of the United States Department of Agriculture, Rural Utilities Service, as well as any specific requirements of

the Colorado Department of Public Health and Environment (CDPHE) State Revolving Loan Fund (SRF). The Town desires to have the sewer alternatives study completed by mid-2022.

10. Additional information – Clearwell evaluation and rehabilitation

- The Town anticipates that another project that will need to be completed by the selected engineering firm in early- to mid-2022 is an evaluation of the Town's clearwell. The current clearwell is approximately 200,000 gallons in capacity and is unbaffled. Chlorine contact time is achieved in the clearwell and the compliance point is immediately downstream of the clearwell. The wooden roof over the clearwell is in need of replacement and the concrete tank needs to be evaluated. The Town is currently in the process of completing improvements to the Town's water storage tank #1 that will allow it to be used for chlorine contact time so the clearwell can be emptied and taken offline, at which point the existing clearwell can be evaluated and repaired. The selected engineering firm will be asked to evaluate the existing roof and structure and develop a plan for rehabilitation or replacement.

Proposal Submittal Requirements

General Requirements

Submissions must be prepared electronically using 8.5” x 11” paper format and must be submitted as a single pdf file. Submissions are strictly limited to a maximum of 10 total pages. Additional pages such as cover pages, tables of contents, appendices, etc., are not permitted. The following table displays the order in which respondents shall arrange content and a suggested number of pages per category. Proposals that do not follow all of these directions will not be considered.

Order Proposal Content - Suggested Number of Pages

- Introductory Letter/Statement of Understanding - 2
- Project Team and Structure - 2
- Relevant Project Experience – 2 to 4
- Project Approach and Fee Schedule - 2

Introductory Letter/Statement of Understanding

- Name of the individual or firm.
- Contact information for the person authorized to serve as point of contact during the RFP evaluation process and to negotiate on behalf of the firm or team if selected.
- General statement of interest and availability for the project described in this RFP.
- Statement of understanding of the project.

Project Team and Structure

- Identification, qualifications, expertise, and availability of the project manager and key staff proposed to be assigned to the project.
- Relevant information regarding team organization or leadership in place to ensure efficiency and accountability during the course of the project, as well as quality control and schedule control.
- Location of all project team members and their applicable licensure and certifications.
- Knowledge of and experience with pertinent federal, state, and local laws, regulations, and policies.

Relevant Project Experience

- Specific examples of projects that are relevant and similar to this project working on-call for other local agencies. Provide a reference name and contact information for the clients of these projects.
- Identification of which key personnel who are responsible for the relevant tasks.
- Experience with construction management and design, transportation planning, development review, water and sanitary sewer collection and distribution systems.

Project Approach and Fee Schedule

- Provide the planned approach in providing the services requested, including the use of subconsultants (if needed).
- Provide information on hourly billing rates for personnel classifications, including

subconsultants, that would likely be providing anticipated services described, and any related fees for travel, printing, etc.

- Provide standard billing rates for external projects (pass-through) and discount rates for internal Town projects and services.

Selection Criteria & Evaluation

Consultant selection for this project will be based on an evaluation of the proposals. The Town reserves the right to request additional information or to reject all proposals and not select a consultant.

Professional firms will be evaluated on the following criteria. These criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the Town, interviews of the top-rated firms may be conducted.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

| WEIGHTING FACTOR | QUALIFICATION | STANDARD |
|------------------|-------------------------|--|
| 2.0 | Scope of Proposal | <ul style="list-style-type: none">• Does the proposal address all elements of the RFP?• Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project?• Are there any exceptions to the specifications, Scope of Work, or agreement? |
| 2.0 | Assigned Personnel | <ul style="list-style-type: none">• Do the persons who will be working on the project have the necessary licenses, skills, and qualifications?• Are sufficient people of the requisite skills and qualifications assigned to the project? |
| 1.0 | Availability | <ul style="list-style-type: none">• Can the work be completed in the necessary time?• Are other qualified personnel available to assist in meeting the project schedule if required?• Is the project team available to attend meetings as necessary? |
| 3.0 | Cost and Work Hours | <ul style="list-style-type: none">• Does the proposal include detailed hourly billing rates and fees for all personnel and subconsultants?• Are the proposed rates competitive? |
| 2.0 | Overall Team Capability | <ul style="list-style-type: none">• Does the team have the resources, financial strength, capacity, and technical skills required to successfully complete the project?• Has the team successfully completed previous projects of this type and scope?• Does the team have previous experience obtaining SRF/USDA loan and grant awards?• Does the team have a good understanding of the scope of work for this on-call contract? |

Reference Evaluation (Top Rated Firm)

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

| QUALIFICATION | STANDARD |
|---------------------|---|
| Overall Performance | <ul style="list-style-type: none">• Would you hire this Professional again?• Did they show the skills required by this project? |
| Timetable | <ul style="list-style-type: none">• Was the original Scope of Work completed, or on-call services provided, within the specified time?• Were deadlines met in a timely manner? |
| Completeness | <ul style="list-style-type: none">• Was the Professional responsive to client needs?• Did the Professional anticipate problems?• Were problems solved quickly and effectively? |
| Budget | <ul style="list-style-type: none">• Was the original Scope of Work completed within the project budget? |
| Job Knowledge | <ul style="list-style-type: none">• Did the Professional possess the skills and knowledge required to satisfactorily complete the project?• Were problems corrected quickly and effectively? |

Terms & Conditions

1. The Town reserves the right to:
 - Reject any and all proposals received as a result of this RFP.
 - Waive or decline to waive any informalities and any irregularities in any proposal or responses received.
 - Adopt all or any part of the proposer's proposal.
 - Negotiate changes in the scope of services to be provided.
 - Select the proposer it deems to be most qualified to fulfill the needs of the Town. The proposer with the lowest priced proposal will not necessarily be the one most qualified, since a number of factors other than cost are important in the determination of the most acceptable proposal.
2. The successful proposer shall be required to enter into a written Agreement for Professional Services ("Agreement") with the Town in a form approved by the Town Attorney. The Town's form Agreement is attached to this RFP as ATTACHMENT A and is incorporated herein by reference. In the event of any conflict between this RFP and the Agreement, the terms and conditions of the Agreement shall control. The successful proposer will be required to furnish, as part of the Agreement, a certificate evidencing that the successful proposer has Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate (the "Required Policy"). The Required Policy will be required to be endorsed to include the Town of Collbran as a Certificate Holder.

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 affect 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, 104th Congress, as amended, and expanded in Public Law 156, 108th 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 B
CONTRACTOR'S PROPOSAL

See attached scope of work and cost proposal

EXHIBIT C

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: _____

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor does not have any employees]

1. Check and complete one:

☐ I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

OR

☐ I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – i.e., corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Contract with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Contract.

2. Check one.

☐ I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card;*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

☐ I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement program, the "SAVE" program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

***[To be completed if Contractor participates in the
Department of Labor's Lawful Presence Verification Program]***

I, _____, as a public contractor under contract with the Town of Collbran (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public