

TOWN OF MANCOS
BOARD of TRUSTEES WORKSHOP
May 8, 2024 6:00 P.M.

Workshop – Mancos School Board
Town Hall Board Room

Monthly Board Workshops are for Board discussion purposes only. Decisions cannot be made during these sessions. These workshops are open to the public, however public comment will not be accepted.

BOARD of TRUSTEES MEETING

May 8, 2024 7:00 p.m.

AGENDA

- A. Call to Order
- B. Pledge of Allegiance and Moment of Silence
- C. Roll Call
- D. Approval of the Agenda
- E. Approval of the Minutes of April 24, 2024
- F. Treasurer’s Report: April Bills & Claims
- G. Audience Business
- H. Announcements
- I. Committee Reports
 - Montezuma County Commissioner Update
 - Region 9 Update
 - Montezuma County Planning Commission Update
- J. Discussion and Action Items
 - 1. Student Liaison Appreciation
 - 2. Mesa Verde Motel Liquor License Renewal
 - 3. Cowboy Bebop Noise Ordinance Extension Request
 - 4. Alma and Javier Jaime Noise Ordinance Extension Request
 - 5. Resolution 11 Series 2024: Financial Authorization
 - 6. Committee Appointments
 - 7. Engineer On Call Contract Renewal
 - 8. Contractor On Call Contract Renewal
 - 9. RFP for IBC & Town Construction Standards Update
- K. *Items for May 22, 2024 Meeting*
 - *Turf Management Discussion (workshop)*
- L. Adjournment

TOWN OF MANCOS
BOARD of TRUSTEES MEETING MINUTES
April 24, 2024
7:00 p.m.

A. CALL TO ORDER: Mayor Queenie Barz called the meeting to order at 7:00 p.m.

B. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

C. ROLL CALL: Present: Mayor Queenie Barz, Mayor Pro Tem Cindy Simpson, Trustee Richard Tokar, Trustee Nick Manning, Trustee Brent McWhirter, Trustee Ed Hallam, Trustee Janice Bryan and Student Liaison Haylie Higgins.

Absent: None

Staff Present: Town Administrator Heather Alvarez, Public Works Director Terry Jennings, Community and Economic Development Director Jason Armstrong, Mancos Marshal Justen Goodall, Town Clerk Jamie Higgins, Town Attorney David Liberman, and Student Liaisons Randi Lewis and Torie McKinley.

D. APPROVAL OF THE AGENDA: Trustee Janice Bryan made the motion to approve the April 24, 2024 agenda. Trustee Richard Tokar seconds the motion. Motion passed.

E. APPROVAL OF THE MINUTES: Trustee Brent McWhirter made a motion to approve the minutes from April 10, 2024. Trustee Janice Bryan seconds the motion. Motion Passed.

F. SWEAR IN NEWLY ELECTED OFFICIALS – Cindy Simpson, Andres Esparza, Daniel Hennek, Brent McWhirter, and David Peyton. Newly appointed elected officials took their seats.

G. AUDIENCE BUSINESS:

- Katie McClure, 6554 Road 41, updated the Board regarding the feasibility study/Mancos hub. She informed them of their open community meetings and for the study.
- Casey Klein, 10063 Buena Vista, informed the Board regarding the feasibility study and the survey's that will be available.

H. ANNOUNCEMENT:

- No Agency Contribution applications received for 2nd round 2024 - \$8,700 left in this line item to date.
- CDOT Construction for ADA sidewalks/intersections will begin April 2025.
- Down two public works employees so some of the 2024 work plan will be on hold.
- Water tank will be fully online in the next couple of days.
- CML Spring Meeting in Cortez May 20, 2024, sign up with Heather and Jamie.

I. COMMITTEE REPORTS

- Montezuma County Commissioner Update – No update
- Student Liaison Update – Haylie Higgins updated the Board regarding what is happening and the school and what the seniors are doing.
- Region 9 – No update
- Montezuma County Planning Commission – Queenie Barz informed the Board of a couple minor applications within Mancos's 3 mile.

J. DISCUSSION AND ACTION ITEMS

1. Trustee Daniel Hennek made a motion to appoint Trustee Brent McWhirter as Mayor Pro Tem to act in the absence of the Mayor. Trustee Nick Manning seconds the motion. Motion passed.
2. Trustee Richard Tokar made a motion to reappoint Town Clerk/Treasurer Jamie Higgins and Marshal Justen Goodall. Mayor Pro Tem Brent McWhirter seconds the motion. Motion Passed.
3. Trustee Nick Manning made a motion to approve Resolution 9 Series 2024, a Resolution appointing the Town Attorney for the Town of Mancos. Trustee Richard Tokar seconds the motion. Motion passed.
4. Mayor Pro Tem Brent McWhirter made a motion to approve Resolution 10 Series 2024, a Resolution to appointing the Mancos Municipal Court Judge. Trustee Nick Manning seconds the motion. Motion passed.
5. Trustee Daniel Hennek made a motion to approve the Columbine Inc. liquor license renewal and authorize the Town Clerk/Treasurer to submit the renewal application to the Dept. of Revenue. Trustee David Peyton seconds the motion. Motion passed. Mayor Pro Tem Brent McWhirter recused himself from the room for discussion and vote.
6. Mayor Pro Tem Brent McWhirter made a motion to, if awarded; authorize the Town Administrator to enter into contract with Region 9 to partner on this grant. Trustee Nick Manning seconds the motion. Motion passed.

K. *Items for May 8, 2024 Meeting*

- *Mancos School Board Joint Workshop*
- *Resolution TBD Series 2024: Financial Signatory Authorization*
- *Committee Appointments*
- *Region 9 Broadband Grant*
- *Student Liaison Appreciation*
- *Engineer On Call Contract Renewal*
- *Contractor On Call Contract Renewal*

L. Adjournment

Trustee Richard Tokar made the motion to adjourn the meeting at 7:54 pm.

Mayor Cindy Simpson

Town Clerk/Treasurer Jamie Higgins

DRAFT

Report Criteria:

Report type: Invoice detail

Check.Type = {<->} "Adjustment"

Check Issue Date	Payee	Description	Check Amount
04/10/2024	A T & T Mobility	Cell Phones	562.60
04/24/2024	AFLAC	Employee Benefits	479.24
04/10/2024	Amazon Capital Services	MMO Printer and Ink	256.88
04/24/2024	Amazon Capital Services	Office Supplies	149.24
04/24/2024	Atmos Energy	Natural Gas	406.08
04/24/2024	Atmos Energy	Natural Gas	78.99
04/10/2024	Barz, Queenie	Mayor Services	300.00
04/24/2024	Barz, Queenie	Mileage and Ticket Riem.	259.40
04/24/2024	Barz, Queenie	Final Check For Mayor	300.00
04/24/2024	Brand Central	Mayor Cards	45.00
04/24/2024	Browns Hill Engineering & Controls	Service Work	606.40
04/10/2024	Bryan, Janice	Trustee Services	200.00
04/24/2024	Bryan, Janice	Final Check as Trustee	200.00
04/01/2024	CEBT	Employee Benefits	22,544.00
04/01/2024	CEBT	Employee Benefits	1,825.60
04/17/2024	CliftonLarsonAllen LLP	Financial Check-up Report	6,800.00
04/10/2024	Coker, Ann	P&Z Services	50.00
04/24/2024	Coro Medical LLC	Lifepak CR Plus	897.39
04/24/2024	Corporate Payment Systems	Training, travel, Supplies, CC Internet	1,965.06
04/24/2024	Corporate Payment Systems	Training/Travel	271.58
04/24/2024	Cox Conoco	Fuel	1,852.17
04/24/2024	Crystal Creek Ditch Company	2024 Dues	420.00
04/24/2024	Delta Timber Company	Boyle Park Playground	2,850.00
04/10/2024	Desert Mountain Corp.	MAG CHLORIDE/STREETS	4,136.00
04/10/2024	Eaton Engineering LLC	WWTP Professional Services	450.00
04/24/2024	Empire Electric	Electric	383.51
04/24/2024	Empire Electric	Electric	4,231.73
04/10/2024	FastTrack Communications, Inc.	Internet	112.50
04/24/2024	Fraleley & Co	Propane	401.28
04/10/2024	Green Analytical Lab	Sewer Tests	274.00
04/11/2024	Hail, Dave	Grader Training	480.00
04/10/2024	Hallam, Ed	Trustee Services	200.00
04/24/2024	Hallam, Ed	Final Check as Trustee	200.00
04/10/2024	ImageNet Consulting LLC	Copier Lease	290.57
04/10/2024	Le Pew Porta Johns	Pot-a-John Rental	255.00
04/24/2024	Mancos Community Fireworks Fund	4th of July Fireworks	2,000.00
04/24/2024	Mancos Conservation District	DOLA Grant	11,592.00
04/24/2024	Mancos Water Conserv. District	O&M Costs	20,920.20
04/10/2024	Manning, Nicholas	Trustee Services	200.00
04/10/2024	Manning, Nicholas	CML Conference Registration	320.00
04/10/2024	Margeson, Matthew	Municipal Judge Services	250.00
04/24/2024	Martin, Joshua	March and April Building Inspection & Co	3,200.00
04/10/2024	McWhirter, Brent	Trustee Services	200.00
04/10/2024	NetForce PC, Inc.	IT Services	2,534.02
04/24/2024	P & D Grocery	Supplies	50.93
04/24/2024	P & D Grocery	Supplies	24.14
04/24/2024	Petty Cash	Petty Cash	100.00
04/24/2024	PVS DX, Inc	Chemicals	2,627.70
04/10/2024	Quadient Finance USA, Inc	Postage	546.70
04/10/2024	Quadient Leasing USA, Inc	Postage Equipment	505.05
04/24/2024	Rentall Rentals	Boyle Park Playground	373.20
04/10/2024	Resource Central	Garden in a Box	1,155.00
04/24/2024	Reynold's Ash	MMO Grant	11,520.00

Check Issue Date	Payee	Description	Check Amount
04/24/2024	Safebuilt, LLC Lockbox #88135	Planning and Zoning Services	1,942.50
04/10/2024	Seibert, Catherine	P&Z Services	50.00
04/10/2024	Simpson, Cindy	Trustee Services	200.00
04/10/2024	Slavens	PW Supplies	323.83
04/10/2024	Slavens	Water Supplies	31.03
04/10/2024	Stout, Carol	P&Z Services	50.00
04/10/2024	Superior Auto Supply	Streets Parts	173.47
04/10/2024	Symbol Arts	MMO Badges	600.89
04/10/2024	Tokar, Richard	Trustee Services	200.00
04/10/2024	Town of Dolores	Parts for Sweeper	245.50
04/24/2024	Town of Mancos	Water & Sewer	559.00
04/24/2024	Town of Mancos	Water & Sewer	3,965.20
04/30/2024	Tru West Chrysler Dodge Jeep Ram	MMO Truck	45,747.65
04/10/2024	UNCC	Meter Reads	16.77
04/24/2024	USA Blue Book	WTP Repairs & Maint	335.90
04/24/2024	Vital Records Control Dept. 5874	Shredding	115.84
04/24/2024	Wagner Equipment CO.	Streets Parts	1,134.52
04/10/2024	Waste Management of Colorado	Refuse	148.22
04/10/2024	Waste Management of Colorado	Refuse	59.28
04/01/2024	Wex Bank	Fuel	1,078.13
04/01/2024	Wex Bank	Fuel	426.97
04/30/2024	White, Nicholas	Sidewalk Matching Program	2,863.62
Grand Totals:			173,121.48
Payroll Total			\$74,789.90

Report Criteria:

Report type: Invoice detail
 Check.Type = {<->} "Adjustment"

STAFF REPORT

To: Honorable Mayor and Trustees
From: Jamie Higgins, Town Clerk/Treasurer
Date: May 8, 2024
Re: Student Liaison Appreciation

Recommendation

Appreciation for Torie McKinley, Randi Lewis, and Haylie Higgins for their work as Student Liaisons for the Board of Trustees.

Background/Discussion

The Board of Trustees appointed Torie, Randi and Haylie on October 25, 2024 as Student Liaisons. We started this program in September of 2023 at the recommendation from the Board. The students filled out an application, got references from the Mancos School staff, and were interviewed by the Mancos Town Board.

This has been a successful pilot program. The students have attended the Board meetings and updated the Board on school district activities. The student liaisons were also invited to the Mancos school board to discuss how this program works and next steps for the school board to take if they would also like to initiate a similar program.

Policy Implications

None

Resource Impact

None

Attachments

None

STAFF REPORT

To: Honorable Mayor and Trustees
From: Jamie Higgins, Town Clerk/Treasurer
Date: May 8, 2024
Re: MSSM Enterprises LLC Liquor License Renewal

Recommendation

Approve the renewal of the 2024 MSSM Enterprises LLC, dba Mesa Verde Motel, Liquor License and authorize the Town Clerk to send the application to the Department of Revenue.

Background/Discussion

The liquor license for MSSM Enterprises LLC will expire on July 19, 2024. Mesa Verde Motel has submitted their renewal application to the Town for your review.

There have been no violations in the past twelve months. The Mancos Marshal's Office has no objections to this renewal.

Policy Implications

None

Resource Impact

\$625.00 Renewal Fee to Town of Mancos

Attachments

Renewal Application

DR 8400 (03/31/23)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 PO BOX 17087
 Denver CO 80217-0087

Submit to Local Licensing Authority

MESA VERDE MOTEL
191 RAILROAD AVENUE
Mancos CO 81328

Fees Due	
Renewal Fee	625.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due/Paid	\$ 625

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

Retail Liquor License Renewal Application

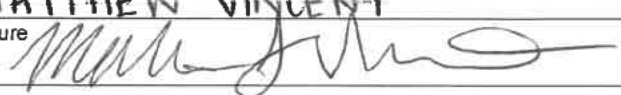
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name MSSM ENTERPRISES LLC		Doing Business As Name (DBA) MESA VERDE MOTEL	
Liquor License # 03-19460	License Type Lodging & Entertainment (City)		
Sales Tax License Number 87-3281802	Expiration Date 07/19/2024	Due Date 06/04/2024	
Business Address 191 RAILROAD AVENUE Mancos CO 81328			Phone Number 9705337741
Mailing Address 191 RAILROAD AVENUE Mancos CO 81328		Email INFO@MESAVERDEMOTEL.COM	
Operating Manager SALLY DZIEDZIC	Date of Birth [REDACTED]	Home Address [REDACTED]	Phone Number [REDACTED]
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. Yes No

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. Yes No

Affirmation & Consent		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business	Title	
MATTHEW VINCENT	OWNER	
Signature	Date	
	04/05/2024	
Report & Approval of City or County Licensing Authority		
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.		
Therefore this application is approved.		
Local Licensing Authority For	Date	
Signature	Title	Attest

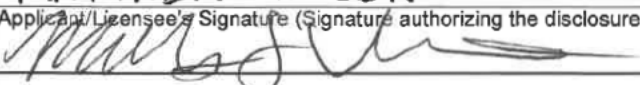
Tax Check Authorization, Waiver, and Request to Release Information

I, MATTHEW VINCENT am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of MSSM ENTERPRISES (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) MSSM ENTERPRISES DBA MESA VERDE MOTEL		Social Security Number/Tax Identification Number [REDACTED]	
Address 191 RAILROAD AVE			
City MANCOS		State CO	Zip 81328
Home Phone Number [REDACTED]		Business/Work Phone Number 970.533.7741	
Printed name of person signing on behalf of the Applicant/Licensee MATTHEW VINCENT			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed 04/05/2024

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

MSSM Enterprises, LLC.
BAR ACCOUNT
225 Ella Vita Ct.
Durango, CO 81301

04/05/2024
DATE

813
82-492/1021

PAY TO THE ORDER OF Colorado Dept. of Revenue \$ 625.00
Six hundred twenty five and 9/100 DOLLARS



970-882-7600
www.mydsb.com

FOR Liquor License Renewal

[Signature]

Security features included. Details on back.

MP

Main Street - The Sky's The Limit

MSSM Enterprises, LLC.
BAR ACCOUNT
225 Ella Vita Ct.
Durango, CO 81301

04/09/2024
DATE

815
82-492/1021

PAY TO THE ORDER OF Town of Mancos \$ 625.00
Six hundred twenty five and 9/100 DOLLARS



970-882-7600
www.mydsb.com

FOR Liquor license

[Signature]

Security features included. Details on back.

MP

Main Street - The Sky's The Limit

STAFF REPORT

To: Honorable Mayor & Board of Trustees
From: Jamie Higgins, Town Clerk/Treasurer
Date: May 8, 2024
Re: Noise Ordinance Extension

Recommendation

Approval or Decline The Cowboy Bebop's request for noise ordinance extension on June 22, 2024.

Background/Discussion

Mancos creative District will sponsor the event by offering event venue rental. It will be a 18+ event and no alcohol will be provided or accepted in the venue space.

The event will be held on Saturday June 22nd and doors will likely open at 6pm. The event will be at 298 Monte St., Alex Bonds buffalo building which falls under mixed use non residential permitting decibel levels to be no greater than 95db between 10:00-6:00am. They are hoping to get an extension of maximum of 110db past 10pm.

Resource Impact

TBD

Attachments

Letter requesting noise extension

Board of Trustees,

We are looking to host Mancos' first ever rave dubbed the "The Cowboy Bebop." Mancos creative District has sponsored the event by offering event venue rental. It will be a 18+ event and no alcohol will be provided or accepted in the venue space.

Did you know the original intention of a "rave" was to host multiple acts of music to a group of people who "Respect and Value Everyone?" That's the plan here! This will feature dance music from 6-8 local DJs and producers coming from all backgrounds. The intention is to represent the underrepresented in our community by giving a platform for those to share their art. It will also introduce a familiar yet new style of music for many to enjoy. Plus offer a bit of healthy night life to our quaint town likely creating a spike in local business.

The event will feature performance flow and dance artists where they plan to awe the crowd during DJ sets. And an incredible laser light show to dazzle the senses.

A tea booth hosted by Deep Steep Tea- offering some of the finest teas found in the southwest.

A somatic dance workshop lead by Janelle Ochts, teaching the benefits of movement and specifically dance and the reasons why/how it promotes good health.

A live art installation ran by Nancy Stanley featuring local artists providing a place to showcase and sell their art.

A place for people to feel safe and accepted in. We are an open minded group of individuals and we welcome everyone to come check it out. Our hope is to create connection, curiosity, inspiration and community.

Anyone over 18 is welcome to this space and we will ensure to uphold that safety throughout the night by enlisting several people as "security" to ensure the event is secure.

The event will be held on Saturday June 22nd and doors will likely open at 6pm. This is one weekend after burrow fest which we feel lines up perfectly considering the theme.

The event will be at 298 Monte St., Alex Bonds buffalo building which falls under mixed use non residential permitting decibel levels to be no greater than 95db between 10:00-6:00am. I am hoping to get an extension of maximum of 110db past 10pm. Curious what the latest that time could be?

Best,
Mike Higgs

STAFF REPORT

To: Honorable Mayor & Board of Trustees
From: Jamie Higgins, Town Clerk/Treasurer
Date: May 8, 2024
Re: Noise Ordinance Extension

Recommendation

Approval or Decline Alma and Javier Jaime's request for noise ordinance extension on May 19, 2024.

Background/Discussion

Alma and Javier Jaime are requesting a noise ordinance extension for May 19, 2024 at 233 W. Grand Ave. for their son's graduation Party. They are requesting the extension until 12:00am to have a safe space for the graduates.

Resource Impact

TBD

Attachments

Letter requesting noise extension

Alma & Javier Jaime

233 W. Grand Ave.
Mancos, CO 81328
(970) 389-1380
ajaimemancos@gmail.com

May 1, 2024

Town of Mancos

117 North Main Street
PO Box 487
Mancos, CO 81328

To Whom It May Concern,

I am asking the board to extend the noise ordinance from 10:00 pm to 12:00 am on Sunday, May 19, 2024. We will be having our son's high school graduation and will have a DJ. We want it to be a safe place for the new graduates to hang out and we hope to keep them there longer to ensure they are making good choices and staying safe.

Thank you for taking the time to consider our request. We look forward to hearing back soon.

Sincerely,

Alma & Javier Jaime

STAFF REPORT

To: Honorable Mayor and Trustees
From: Heather Alvarez, Town Administrator
Date: May 8, 2024
Re: Resolution 11 Series 2024: Financial Authorization

Recommendation

Approve Resolution 11 Series 2024 A Resolution Approving Authorization for Mayor Cindy Simpson, Mayor pro tem Brent McWhirter, Town Administrator Heather Alvarez and Town Clerk/Treasurer Jamie Higgins To Sign On Town of Mancos Checking/Operating Accounts and Approving the Town Administrator Heather Alvarez and Town Clerk/Treasurer Jamie Higgins To Sign On All Other Town of Mancos Accounts

Background/Discussion

Due to the election of new Board members and a new Mayor pro tem, it is necessary to update the signature cards on our active accounts at Dolores State Bank, particularly the operating checking accounts for the General and Enterprise Funds.

Mayor pro tem Brent McWhirter will work with Town Clerk/Treasurer Jamie Higgins to update the information at Dolores State Bank.

Attachments

Resolution 11 Series 2024

TOWN OF MANCOS

Resolution 11 Series 2024

A Resolution Approving Authorization for Mayor Cindy Simpson, Mayor pro tem Brent McWhirter, Town Administrator Heather Alvarez and Town Clerk/Treasurer Jamie Higgins To Sign On Town of Mancos Checking/Operating Accounts and Approving the Town Administrator Heather Alvarez and Town Clerk/Treasurer Jamie Higgins To Sign On All Other Town of Mancos Accounts

WHEREAS, the Town of Mancos has two checking/operating accounts in the Dolores State Bank, one account for General Fund Expenditures (#XXXX68) and one account for Water/Sewer Expenditures (#XXXX14); and

WHEREAS, the Town of Mancos requires two signatures on each check issued; and

WHEREAS, the following accounts in the Dolores State Bank will have Heather Alvarez and Jamie Higgins as signers:

1. Conservation Trust #XXXX03
2. General Fund Money Market #XXXX25
3. General Fund Overlook #XXXX23
4. Street Impact Fee #XXXX49
5. Skateboard #XXXX85
6. Mancos Marshal's Office #XXXX95
7. Water/Sewer Money Market #XXXX98
8. Cash in Bank #XXXX69 and;

AND WHEREAS, the Town Board of Trustees has determined the need to grant authorization to four persons power to sign on operating accounts and two people the power to sign on all other accounts;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF MANCOS, that Mayor Cindy Simpson, Mayor pro tem Brent McWhirter, Town Administrator Heather Alvarez and Town Clerk/Treasurer Jamie Higgins have the power to sign on the Town of Mancos checking/operating accounts and approving the Town Administrator Heather Alvarez and Town Clerk/Treasurer Jamie Higgins to sign on all other Town of Mancos Accounts.

Passed, Adopted and Approved this 8th day of May, 2024.

Cindy Simpson, Mayor

Jamie Higgins, Town Clerk/Treasurer

STAFF REPORT

To: Honorable Mayor and Trustees
From: Heather Alvarez, Town Administrator/Clerk/Treasurer
Date: May 8, 2024
Re: Committee Appointments

Recommendation

Each Board member selects their preferred committee(s) to serve as liaison and bring information back to the Board of Trustee meetings

Background/Discussion

Attached is a list of proposed organizations, their meeting days, times and locations. I have also provided a brief description of each organization.

With the election of new Board members, we need to update the appointments for these organizations.

There is no legal requirement as to which organizations must be included on this list. If there is a committee not listed that you would like the Board to consider, please bring this information to the meeting for Board discussion.

Policy Implications

None

Resource Impact

None

Attachments

Committee Information

Committee Information

Below is a list of the committees each Trustee will be asked to consider, along with a brief description of the committee, the location and day/time of the meetings.

Planning & Zoning Commission – third Wednesday of each month at 7:00 p.m. at Town Hall

The Planning Commission shall have the following powers and duties:

- (1) To recommend the boundaries of the various zoning districts and appropriate regulations to be enforced therein, under this Code or the laws of the State, to the Board of Trustees and to recommend approval or denial of zoning changes and regulations under this Code.
- (2) To hear, recommend or determine any matter relating to zoning, planning or subdivision control as it may be specified or required under this Code or applicable laws of the State.
- (3) To make and adopt a Comprehensive Plan for the physical development of the Town, including any areas outside its boundaries, subject to the approval of the Board of Trustees, which in the Planning Commission's judgment bear relation to the planning of the Town.
- (4) To exercise the duties and powers as may be now or hereafter conferred by this Code and the applicable laws of the State.
- (5) To hear and decide special exceptions in accordance with Chapter 16, Article 19 of this Code. (Prior LUC 6.1.1; Ord. 634 §1, 2010)

Tree Board – third Thursday of each month at 5:00 p.m. at Town Hall

No Trustee appointment currently. Study, investigate, counsel and develop and/or annually update and administer a written plan for the care, preservation, trimming, planting, replanting, removal or disposition of trees and shrubs in public ways, streets, alleys and parks. Such plan will be presented to the Board of Trustees and, upon its acceptance and approval, shall constitute the official Comprehensive Tree Plan for the Town. The Tree Board, when requested by the Board of Trustees, shall consider, investigate, make findings, report and recommend upon any special matter of question coming within the scope of its work.

Transportation Planning Region (TPR) – second Thursday of every other month at 9:00 a.m. at 1188 E. 2nd Ave, Durango

Every five years each TPR is required to produce an update of the Twenty-Year Regional Transportation Plan. The purpose of the Regional Transportation Plan is to identify the transportation needs of the region and develop a plan for addressing those needs. The SWRPC adopted the 2040 Regional Transportation Plan in February 2015.

Mancos Valley Chamber – first Thursday of each month at 4:00 p.m. at Chamber

No Trustee appointment currently. Visitors Center and Chamber of Commerce

Mancos Creative District – second Thursday of each month at 5:30 at Chamber

No Trustee appointment currently. Catalyst in creating a vibrant and sustainable economic hub benefitting the Mancos Valley by empowering our diverse creative community and honoring our rich cultural heritage. We believe that a thriving creative district can, through working collaboratively with the entire community, further the economic development of our small, rural Colorado town. With each project and event we seek to help create a thriving future for our community.

Mancos Friends of the Library – first Monday of each month at 7:00 p.m. at the library

No Trustee appointment currently. Mancos Friends of the Library is a non-profit, volunteer organization that supports the library and its programs. Friends is open to anyone who is interested in actively promoting books, libraries, and literacy.

Mancos School Board – third Monday of each month at 7:00 p.m., Room 503 of West Wing, work session one hour before the meeting

No Trustee appointment currently.

Region 9 Southwest Colorado Economic Development – quarterly meetings at 9:00 a.m., location varies

Promotes and coordinates economic development efforts throughout Southwest Colorado

STAFF REPORT

To: Honorable Mayor & Board of Trustees
From: Heather Alvarez, Town Administrator
Date: May 8, 2024
Re: Engineer On Call

Recommendation

Authorize the Town Administrator to renew contract with SGM for another two years as the engineer on call with a contract amount not to exceed \$250,000

Background/Discussion

At the July 27, 2022 Board meeting, the Board authorized staff execute an agreement with SGM as or engineer on call to allow us to be more efficient with small projects.

This contract has allowed us to efficiently process small projects such as development review for large commercial projects, conduct surveys for public works projects and assist with grant application development.

From 8/1/2022 – 12/31/2023, the Town expended \$45,433.26 under this contract. Due to the election, staff is requesting the Board authorize us to renew this contract with SGM for a two year period with a maximum contract amount not to exceed \$250,000.

Attachments

Current Contract with SGM

ON-CALL ENGINEER AGREEMENT

This Agreement is made and entered into this 1st day of September, 2022, by and between the Town of Mancos, whose address is 117 N. Main, Mancos, CO 81328 (“Town”), and SGM, whose address 118 W. Sixth St. Suite 200, Glenwood Springs, CO 81601 (“Contractor”).

I. Recitals

Contractor is customarily engaged in professional engineering, land surveying and geology services, and certifies its staff members will maintain Colorado Licensed Professional Engineer (PE), Professional Geologists (PG), and /or Professional Land Surveyors (PLS) licenses, as needed, and is ready, qualified, willing and able to provide such services to the Town.

Town desires to receive such services on a non-exclusive basis from the Contractor, on the terms and conditions stated herein.

II. Additional Documentation

Contractor shall complete within 15 days of the effective date of this contract documentation regarding: a) certification of compliance with prohibition of employ or contract of illegal aliens, b) proof of carrying professional liability insurance/ general liability insurance c) provision of worker’s compensation and d) a W9 form.

Contractor’s Federal employer I.D. number or social security number is 84-1015600.

Contractor shall maintain all required insurance and all required business licenses during the length of the contract.

III. Services to be provided by Contractor

Contractor shall complete the WORK as specified.

The WORK is described as follows: Serve as on-call professional engineering firm contractor for Town of Mancos as requested by the Town Administrator in writing for projects valued at \$100,000 or less which are expected to potentially include site development review, development code review, construction observation, utility engineering, structural engineering, transportation and traffic engineering, environmental services, water resources engineering, surveying, mechanical engineering and electrical engineering services.

Scope of Services:

Scope Category 1-A – General Town Engineering Services:

1. In the capacity of Town Engineer, attend meetings of the Town Board and Planning Commission; meet with Town staff, public officials, community leaders, developers, contractors, and the public, as requested.
2. Provide periodic reports, as requested, on the activities and status of work completed on engineering and development projects and issues.

3. When directed, analyze the Town's needs and prepare, recommend and administer long and short-range programs that relate to engineering issues consistent with the goals of the Town. This may include recommending to Town staff capital improvements for annual budgets.
4. Provide general engineering advice and consultation in connection with problems including but not limited to traffic flow, roadway programs, drainage issues, irrigation crossings, water service, sanitary sewer service, stormwater, drainage and maintenance issues. It is expected that this can be provided without extensive study and analysis.
5. Recommend regulations and ordinances pertaining to engineering matters.
6. Provide technical advice to Town's staff as requested by the Town Administrator.
7. Advise Town as to engineering and construction financing available from other governmental agencies and when so directed, prepare and initiate applications for such funding.
8. Establish working relationships and coordination with the Town Board, Town staff, other Town consultants, stakeholders, all other public agencies and private utilities involving engineering matters affecting the Town, as are necessary and assigned by the Town, including securing necessary permits.

Scope Category 1-B – Development Review and Construction Observation:

1. Review proposed development within the Town as well as proposed annexation requests and make recommendations on engineering matters.
2. Review all engineering drawings and plats for improvements and facilities under the jurisdiction of the Town and prepared by private developers relating to the development of public and private improvements, and make recommendations on engineering matters.
3. Establish and/or review cost estimates of improvements and recommend amounts of letters of credit, as appropriate, and coordinate with the Town's administrative staff on posting of such securities and the payment of other development fees within the proper time sequence of such development review.
4. Provide field inspections and observations, including review of the results of any necessary testing coordination during construction of such improvements by private developers and at the proper time, prepare punch lists of items to be completed, recommend notices of completion and acceptance of work.
5. Provide such necessary and related functions as are the normal practice of the Town in the engineering review of private developments.
6. Provide engineering advice as it relates to planning, subdivision, zoning and other related matters.

Scope Category 1-C – Special Projects:

1. As requested by the Town Administrator or their representative, prepare engineering and surveying studies, reports, analyses, plans, drawings, estimates, specifications, standards, or other documents on individual projects.
2. As requested by the Town Administrator or their representative, provide construction administration, surveying, staking and field observation services on special projects.
3. Special projects may include but are not limited to design, bidding administration,

inspection services and construction administration of water and sewer facilities, roadways, drainage facilities, parks maintenance programs, Town buildings or any other facilities owned by or under the jurisdiction of the Town.

4. Town may from time to time have the need for other services not specifically listed above for which the Engineer has the necessary experience and capabilities. The Town Administrator or their representative may authorize the Engineer to perform such selected services on an as needed basis.

The work shall be subject to changes or additions, deletions or revisions by the Town.

IV. Contract times.

Contract begins September 1, 2022 and ends September 1, 2024, subject to annual appropriation by Town of Mancos.

V. Contract Price and Payment Procedures.

The contract provides for hourly rates, and reimbursables as set forth on page 19 of the SGM proposal to the Town of Mancos, Fee Schedule 2022, attached hereto as Exhibit B, however, not to exceed \$250,000 during the contract term.

To obtain payment Contractor shall submit a statement indicating each date of work, the hours of work performed on each day, time billed in fifteen (15) minute intervals (1/4th of an hour), the rate at which the services were provided, together with a detailed description of the work performed, and a copy of any reports issued.

Contractor shall provide a payment request every month. Upon approval of statement, Town will pay Contractor within 30 days of request.

Compensation shall be paid in the trade or business name of the Contractor. The Contractor shall be solely responsible for any payroll, withholding or other taxes.

The maximum payment for all work performed under this contract shall not exceed \$250,000.

VI. Independent Contractor:

The Contractor shall perform said services in its own way in the pursuit of its independent calling and not as an employee of the Town, and shall be solely responsible for the means and methods and the proper performance of the services in compliance with the terms, requirements and specifications of this Agreement.

Contractor and any persons employed or retained by Contractor for the performance of services hereunder shall be independent Contractors and not employees or agents of the Town. The Contractor shall not be under the control of the Town or the Town's officers or employees, as to the means or manner by which such result is to be accomplished. Nothing in the Agreement

shall be construed as establishing a quality standard for the Contractor or for any person employed or retained by the Contractor, nor as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct the Contractor as to how the work will be performed; except that it shall be a condition of this Agreement that the Contractor shall be responsible for meeting the program expectations of the Town, and the terms, requirements, and specifications established herein, in the performance of services hereunder.

This Agreement is for the Work described above, which services are to be provided through such persons as are selected by, and are subject to the training, control and supervision of the Contractor.

Nothing in this Agreement shall require the Contractor to perform services exclusively for the Town, and nothing in this Agreement shall require the Town to exclusively use Contractor for engineering services.

The Contractor shall have the right to employ or retain such assistance as may be required for the performance of services under this Agreement. The Contractor shall be solely responsible for the compensation, insurance, taxes, withholding and all clerical detail pertaining to such assistance.

VII. Warranties by the Contractor

A. The Contractor shall provide its services consistent with the professional skill and care ordinarily provided by other members of the profession practicing in the same or similar locality under the same or similar circumstances as of the time services were rendered.

B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the services specified in this Agreement.

C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this Agreement.

VIII. Termination:

The Town may, in its sole discretion, terminate the Agreement at any time by 10 days' written notice to the Contractor. In addition, Town, may immediately terminate this contract. if Contractor:

- (1) Fails to begin the work within the time specified in the Contract;
- (2) Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work;
- (3) Fails to perform the work in accordance with contract requirements or refuses to remove and replace rejected materials or unacceptable work;
- (4) Discontinues the work;
- (5) Fails to resume work which has been discontinued within a reasonable time after notice to do so;

- (6) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
- (7) Allows any final judgment to remain unsatisfied for a period of ten (10) days;
- (8) Fails to comply with contract requirements regarding minimum wage payments;
- (9) Is a party to fraud; or,
- (10) For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- (11) Engages in a conflict of interest with the project.

The Contractor may terminate the Agreement at any time by providing 10 days' written notice to the Town.

The Town's approval of any services or any payment hereunder shall not in any way relieve Contractor of the responsibility for the accuracy and completeness of the services, or for compliance with terms, requirements and specifications applicable thereto; and no such approval shall constitute a waiver of any rights of the Town under this Agreement, or of any cause of action arising out of or in any way connected with this Agreement.

Upon receipt of notice of Termination, the Contractor shall immediately discontinue all services affected and deliver to the Town all information, reports, papers, and other materials accumulated or generated in performing this contract whether completed or in process. The Town shall be liable only for payment for accepted services rendered before the effective date of termination.

IX. Indemnification and Insurance

Contractor shall indemnify the Town against claims, demands, lawsuits and liabilities arising out of or connected to property damage or personal injury caused by Contractor or its Subcontractors, suppliers, employees, agents or representatives.

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance in accordance with the minimum requirement of the state throughout the duration of the Work including Workers Compensation, General Liability, and Auto Insurance, or in the minimum amount stated below, whichever is greater.

A certificate of insurance shall be provided to Town and shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to Town. The Town will be listed as additionally insured on all General Liability policies.

Contractor shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness, disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property

including loss of use resulting from Contractor's actions or inactions as a result of this Agreement.

Contractor agrees to obtain and keep in force during the term of this Agreement the specific coverage described below relating to the work. Such insurance shall be in form and with insurance carriers satisfactory to Town and without additional cost to Town unless otherwise provided herein. The Contractor shall furnish the Town certificates of insurance and they shall state that a thirty-day notice of prior cancellation or change will be provided to the Town. Additionally, the Town shall be an additional insured on all Commercial or Comprehensive General Liability policies.

The Contractor shall maintain, at a minimum:

General Liability Insurance: The Contractor shall obtain and maintain general liability insurance for itself and its employees in an amount no less than One Million Dollars (1,000,000) throughout the term of this Agreement. Such insurance shall provide that the Town be named as additional insured and that the Town be notified no less than 45 days in advance in the event of a cancellation. The Town requires a copy of a Certificate of Insurance or other evidence of the Contractor obtaining and maintaining such insurance as is required hereunder as a condition prior to performing the tasks outlined in this Agreement.

Workers Compensation: The Contractor shall secure, maintain and provide verification of all necessary Worker's Compensation insurance as may be required by law to provide coverage for its employees hereunder.

X. Protection of Persons and Property and Risk of Loss:

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the Town. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

XI. Assignment/ Subcontracting.

This contract shall not be assigned, in whole or part, by Contractor or subcontracted without first obtaining permission in writing from Town as to the Subcontractor.

"Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another Subcontractor.

The Contractor shall not enter into any subcontract with any Subcontractor who has been temporarily denied participation in, or who has been suspended or debarred from participating

in contracting programs by any agency of the United States Government or of the state of Colorado, or by any political subdivision of the state of Colorado.

The Contractor shall be as fully responsible for the acts or omissions of its Subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind Subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of Subcontractors.

Nothing contained in this contract shall create any contractual relationship between any Subcontractor and the Town. However, the Town shall be considered a third party beneficiary of any contract between Contractor and subcontractors.

Contractor will pay each Subcontractor, on receipt of payment from Town, an amount equal to the percentage of completion allowed to Contractor on completion of the Subcontractor's work. Contractor must also require each Subcontractor to make similar payments to its Subcontractors. Town does not have any obligation to pay or see to the payment of any money to any Subcontractor.

XII. If this is a construction or design or engineering contract, please see Exhibit A for additional conditions.

XIII. All documents including drawings and specifications prepared or furnished by Contractor pursuant to this Agreement are instruments of service in respect of the project and Town retains ownership and property interest therein whether or not the project is completed. Contractor may make and retain copies for information reference in connection with the project. However, such documents are not intended or represented to be suitable for reuse or modification by the Town or others on any other project, and any such reuse or modification will be at Town's sole risk.

XIV. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Town, even after this agreement is terminated, unless required by law or court order.

XV. Miscellaneous:

THE PARTIES HERETO UNDERSTAND THAT THE Contractor IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT.

The Contractor shall be solely responsible for meeting all applicable withholding, tax and insurance requirements.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin, and shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal, state or local law or regulation.

The Contractor agrees to indemnify and hold harmless the Town and its officers and its employees from and against any and all liability, claims demands and expenses, including court costs and reasonable attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the services to be provided under this Agreement, if such injury, loss or damage is caused in whole or in part by the act, omission or other fault of the Contractor, any Subcontractor of the Contractor or any officer, employee or agent of the Contractor or any Subcontractor of the Contractor. If the injury or loss or damage are caused by the joint or concurrent negligence of Town and Contractor, Contractor's obligation to indemnify and hold the Town harmless shall be reduced by the percentage of the Town's own negligence, as the parties may agree, or as determined by the Court. Contractor further waives and releases the Town and its officers and its employees from any and all liability, claims, demands and expenses, including court costs and reasonable attorney fees, on account of any injury, loss or damage which Contractor may suffer and which arise out of or are in any manner connected with the services to be provided under this Agreement.

Contractor shall provide and pay for all labor, expertise, materials, freight/delivery equipment, tools, construction equipment and machinery, and any services necessary for the proper execution and completion of the Work.

The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

The Contractor shall comply with all OSHA and all applicable trade-related rules and regulations.

The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, and licenses necessary for the execution of the Work.

The Contractor shall be responsible for the acts and omissions of all Contractor's employees and all Sub-Contractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

This Agreement may be amended only by the mutual written agreement of the parties.

This Agreement shall not be assigned by either party without the express written consent of the other party.

This Agreement contains all agreements, understandings and arrangements between the parties, and no other such agreements, understandings and arrangements exist.

Contractor, at all times, agrees to observe all applicable Federal and State Laws, Town rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

Contractor and any of its officers, employees or Contractors do not have the authority to obligate the Town to contracts or expenditures.

Town's performance shall be subject to appropriation of funds by its governing body, and payment of such funds into its treasury.

This Agreement may be amended only by the mutual written agreement of the parties.

This Agreement shall be governed by the laws of the State of Colorado and applicable federal law.

The Town relies on, and does not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or employees.

In the event this contract is litigated, the prevailing party shall be entitled to all litigation expenses, collections fees, witness fees, court costs and reasonable attorney fees

Venue and jurisdiction for any claim shall be in the Montezuma County District Court.


The Town's review, approval or acceptance of, or payment for, the services required under this contract shall not be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any other person or entity, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS THEREOF, this Agreement is executed by the Town, acting by and through the undersigned, and by the Contractor, acting by and through the undersigned, each of whom represents that he or she is properly authorized to bind the parties hereto, this 31st day of October, 2022.

Contractor _____ Town _____
Company: SGM _____ Town of Mancos _____

Signature: 

Name: Matthew T. Webster

Title: Chief Operating Officer

Date: 10/31/2022

Mancos 

Name: Heather Alvarez

Title: Town Administrator

Date: 11/1/2022

STAFF REPORT

To: Honorable Mayor & Board of Trustees
From: Heather Alvarez, Town Administrator
Date: May 8, 2024
Re: General Contractor On Call

Recommendation

Authorize the Town Administrator to renew contract with D&L Construction for another two years as the engineer on call with a contract amount not to exceed \$250,000

Background/Discussion

At the July 27, 2022 Board meeting, the Board authorized staff execute an agreement with D&L Construction as our general contractor on call to allow us to be more efficient with small projects.

This contract has allowed us to efficiently process small projects such as mandated wastewater treatment upgrades, small public works projects and assist with grant application development.

From 8/1/2022 – 12/31/2023, the Town expended \$47,500 under this contract. Due to the election, staff is requesting the Board authorize us to renew this contract with D&L Construction for a two year period with a maximum contract amount not to exceed \$250,000.

Attachments

Current Contract with D&L Construction

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1st day of August, 2022, by and between the Town of Mancos, whose address is 117 N. Main, Mancos, CO 81328, and D&L Construction., whose address is PO Box 991, Cortez, CO 81321.

I. Recitals

Contractor is customarily engaged in an independent trade, occupation, profession or business related to the services to be provided hereunder, and is ready, qualified, willing and able to provide such services to the Town.

Town desires to receive such services on a non-exclusive basis from the Contractor, on the terms and conditions stated herein.

II. Additional Documentation

Contractor shall complete a W9 form within 15 days of the effective date of this contract.

Contractor's Federal employer I.D. number or social security number is _____.

Contractor shall maintain all required insurance and all required business licenses during the length of the contract.

III. Services to be provided by Contractor

For the consideration set out below, the Contractor agrees to provide the following services at the following location(s), dates and times:

A. Description of services to be provided and locations:

Within the Town of Mancos, Contractor shall provide, according to the additional terms provided in Exhibit A for construction contracts, only those specific Contractor services that are directed in writing by the Town Administrator of Town of Mancos to Contractor.

The quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Town.

B. Dates or term of contract and times of performance:

Two year period. Contract begins 8/1/2022 and ends 7/31/2024

C. Contractor shall provide all necessary uniforms, equipment, etc.

The Contractor shall perform said services in its own way in the pursuit of its independent calling and not as an employee of the Town, and shall be solely responsible for the means and methods and the proper performance of the services in compliance with the terms, requirements and specifications of this Agreement.

Contractor and any persons employed or retained by Contractor for the performance of services hereunder shall be independent contractors and not employees or agents of the Town. The Contractor shall not be under the control of the Town or the Town's officers or employees, as to the means or

manner by which such result is to be accomplished. Nothing in the Agreement shall be construed as establishing a quality standard for the Contractor or for any person employed or retained by the Contractor, nor as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct the Contractor as to how the work will be performed; except that it shall be a condition of this Agreement that the Contractor shall be responsible for meeting the program expectations of the Town, and the terms, requirements, and specifications established herein, in the performance of services hereunder.

This Agreement is for the services described in Section III.A above, which services are to be provided through such persons as are selected by, and are subject to the training, control and supervision of the Contractor. Nothing in this Agreement shall require the Contractor to perform services exclusively for the Town.

The Contractor shall have the right to employ or retain such assistance as may be required for the performance of services under this Agreement. The Contractor shall be solely responsible for the compensation, insurance, taxes, withholding and all clerical detail pertaining to such assistance.

IV. **Contractor's compensation**

Contractor shall be compensated at the following rate and payment schedule for services provided pursuant to the Agreement. However, the total of all compensation and payments of any kind provided by the Town to the Contractor for all work done during the two year term of this agreement shall not exceed \$250,000:

- See Exhibit B

Payment schedule to the contractor shall be made within 30 days of Town approval of Contractor's invoice. The Contractor shall be solely responsible for any payroll, withholding or other taxes.

To obtain payment Contractor shall submit a statement indicating each date of work, the hours of work performed on each day, time billed in fifteen (15) minute intervals (1/4th of an hour), together with a detailed description of the work performed, and a copy of any reports issued.

V. **Warranties by the Contractor**

- 1) The Contractor warrants that the quality of its services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- 2) The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the services specified in this Agreement.
- 3) The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this Agreement.

VI. **Termination**

The Town may, in its sole discretion, terminate the Agreement at any time by ten working days' written notice to the Contractor. In addition, Town, may immediately terminate this contract if Contractor:

- 1) Fails to begin the work within the time specified in the Contract;
- 2) Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work;

- 3) Fails to perform the work in accordance with contract requirements or refuses to remove and replace rejected materials or unacceptable work;
- 4) Discontinues the work;
- 5) Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- 6) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
- 7) Allows any final judgment to remain unsatisfied for a period of ten (10) days;
- 8) Fails to comply with contract requirements regarding minimum wage payments;
- 9) Is a party to fraud; or,
- 10) For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- 11) Engages in a conflict of interest with the project.

The Contractor may terminate the Agreement at any time by ten working days' written notice to the Town.

The Town's approval of any services or any payment hereunder shall not in any way relieve Contractor of the responsibility for the accuracy and completeness of the services, or for compliance with terms, requirements and specifications applicable thereto; and no such approval shall constitute a waiver of any rights of the Town under this Agreement, or of any cause of action arising out of or in any way connected with this Agreement.

VII. **Ownership of Work Product**

Town shall be the owner of information gathered and developed during the project, and of all work product performed by Contractor under the terms of this agreement. Subsequent use of such information by Contractor shall require the advance written approval of the Town.

In the event of termination, all finished and unfinished work product(s) prepared by Contractor pursuant to this Agreement shall become the sole property of the Town, provided Contractor is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Contractor shall not be liable with respect to the Town's subsequent use of any incomplete work product, provided Contractor has notified the Town in writing of the incomplete status of such work product.

VIII. **Conflict of Interest**

Contractor certifies it has no financial interest in the services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the services under this Agreement.

IX. **Confidentiality**

The Contractor acknowledges that during the engagement it will have access to and become acquainted with various records, trade secrets, inventions, innovations, processes, information and specifications of the Town, and/or used by the Town in connection with the operation of its business including, without limitation, the Town's business and product processes, methods, customer lists, accounts and procedures, as well as records of customers and law enforcement. The Contractor agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Town. All files, records, documents, information, blueprints, specifications, information, letters, notes, notebooks, computer files and similar items relating to the business of the Town, whether prepared by the Contractor, or otherwise coming into its possession, shall remain the exclusive property

of the Town. The Contractor shall not retain any copies of the foregoing without the Town's prior written permission. Upon the expiration or early termination of this Agreement, or whenever requested by the Town, the Contractor shall immediately deliver to the Town all such files, records, documents, specifications, information and other items in its possession or under its control. The Contractor further agrees that it will not disclose its retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Town and shall at all times preserve the confidential nature of its relationship to the Town and of the services hereunder.

X. **Miscellaneous**

THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT. The Contractor shall be solely responsible for meeting all applicable withholding, tax and insurance requirements.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin, and shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal, state or local law or regulation.

The Contractor agrees to indemnify and hold harmless the Town and its officers and its employees from and against any and all liability, claims demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the services to be provided under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission or other fault of the Contractor, any subcontractor of the Contractor or any officer, employee or agent of the Contractor or any subcontractor of the Contractor. Contractor further waives and releases the Town and its officers and its employees from any and all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which Contractor may suffer and which arise out of or are in any manner connected with the services to be provided under this Agreement.

This Agreement may be amended only by the mutual written agreement of the parties.

This Agreement shall not be assigned by either party without the express written consent of the other party.

This Agreement contains all agreements, understandings and arrangements between the parties, and no other such agreements, understandings and arrangements exist.

Contractor, at all times, agrees to observe all applicable Federal and State Laws, Town rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

Contractor and any of its officers, employees or contractors do not have the authority to obligate the Town to contracts or expenditures.

Town's performance shall be subject to appropriation of funds by its governing body, and payment of such funds into its treasury.

This Agreement may be amended only by the mutual written agreement of the parties.

This Agreement shall be governed by the laws of the State of Colorado and applicable federal law.

The Town relies on, and does not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or employees.

In the event this contract is litigated, Town shall be entitled to all litigation expenses, collections fees, witness fees, court costs and attorney fees if it prevails. Venue and jurisdiction for any claim shall be in the Montezuma County District Court.

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any other person or entity, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS THEREOF, this Agreement is executed by the Town, acting by and through the undersigned, and by the Contractor, acting by and through the undersigned, each of whom represents that he or she is properly authorized to bind the parties hereto, this 1st day of August, 2022.

Town of Mancos, CO

Heather Alvarez, Town Administrator

Printed Name & Title

A J

Signature

8/13/2022

Date

LO .V. O. k{!::>

Printed Name and Title

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(W&1 LLC)

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Date

EXHIBIT A - CONSTRUCTION CONTRACT PROVISIONS. IF THE CONTRACT IS A CONSTRUCTION CONTRACT AS DEFINED BY COLORADO LAW THE FOLLOWING PROVISIONS APPLY AND REPLACE ANY CONFLICTING PROVISIONS IN THE CONTRACT

1. Additional insurance provisions for construction contracts:

a. Worker's Compensation (including accident and occupational disease coverages):

- i. State: Statutory
- ii. Employer's Liability: \$ 100,000 each accident
\$ 100,000 disease-each employee
\$ 500,000 disease-policy limit

b. Commercial General Liability (including Products and Completed Operations):

- i. Occurrence Form \$1,000,000 each occurrence
\$2,000,000 general aggregate
\$1,000,000 products - completed operations

c. Business/Commercial Automobile Liability:

- i. Combined Single Limit \$1,000,000 or, equivalent split limits for Bodily Injury & Property Damage

d. Umbrella Excess Liability: \$1,000,000 each occurrence
\$1,000,000 aggregate

e. The Contractor shall require each of his subcontractors to procure and to maintain during the life of his subcontract, General Liability Insurance of the type and in the same amounts as specified in the preceding paragraph.

2. In accordance with C.R.S. 24-91-103 Public entity - contracts - partial payments:

(1) (a) A public entity awarding a contract exceeding one hundred fifty thousand dollars for the construction, alteration, or repair of any highway, public building, public work, or public improvement, structure, or system, including real property as defined in section 24-30-1301 (15), shall authorize partial payments of the amount due under such contract at the end of each calendar month, or as soon thereafter as practicable, to the contractor, if the contractor is satisfactorily performing the contract. The public entity shall pay at least ninety-five percent of the calculated value of completed work. The withheld percentage of the contract price of any contracted work, improvement, or construction may be retained until the contract is completed satisfactorily and finally accepted by the public entity.

(b) The public entity shall make a final settlement in accordance with section 38-26-107, C.R.S., within sixty days after the contract is completed satisfactorily and finally accepted by the public entity.

(c) If the public entity finds that satisfactory progress is being made in any phase of the contract, it may, upon written request by the contractor, authorize final payment from the withheld percentage to the contractor or subcontractors who have completed their work in a manner finally acceptable to the public entity. Before the payment is made, the public entity shall determine that satisfactory and substantial reasons exist for the payment and shall require written approval from any surety furnishing bonds for the contract work.

(2) Whenever a contractor receives payment pursuant to this section, the contractor shall make payments to each of his subcontractors of any amounts actually received which were included in the contractor's request for payment to the public entity for such subcontracts. The contractor shall make such payments within seven calendar days of receipt of payment from the public entity in the same manner as the public entity is required to pay the contractor under this section if the subcontractor is satisfactorily performing under his contract with the contractor. The subcontractor shall pay all suppliers, sub-subcontractors, laborers, and any other persons who provide goods, materials, labor, or equipment to the subcontractor any amounts actually received which were included in the subcontractor's request for payment to the contractor for such persons, in the same manner set forth in this subsection (2) regarding payments by the contractor to the subcontractor. If the subcontractor fails to make such payments in the required manner, the subcontractor shall pay said suppliers, sub-subcontractors, and laborers interest in the same manner set forth in this subsection (2) regarding payments by the contractor to the subcontractor. At the time the subcontractor submits a request for payment to the contractor, the subcontractor shall also submit to the contractor a list of the subcontractor's suppliers, sub-subcontractors, and laborers. The contractor shall be relieved of the requirements of this subsection (2) regarding payment in seven days and interest payment until the subcontractor submits such list. If the contractor fails to make timely payments to the subcontractor as required by this section, the contractor shall pay the subcontractor interest as specified by contract or at the rate of fifteen percent per annum whichever is higher, on the amount of the payment which was not made in a timely manner. The interest shall accrue for the period from the required payment date to the date on which payment is made. Nothing in this subsection (2) shall be construed to affect the retention provisions of any contract.

3. In accordance with C.R.S. 24-91-103.5. Public entity - contracts - delay clauses - definition

(1) (a) Any clause in a public works contract that purports to waive, release, or extinguish the rights of a contractor to recover costs or damages, or obtain an equitable adjustment, for delays in performing such contract, if such delay is caused in whole, or in part, by acts or omissions within the control of the contracting public entity or persons acting on behalf thereof, is against public policy and is void and unenforceable.

(b) As used in this subsection (1), "public works contract" means a contract of the state, county, city and county, city, town, school district, special district, or any other political subdivision of the state for the construction, alteration, repair, or maintenance of any building, structure, highway, bridge, viaduct, pipeline, public works, real property as defined in section 24-30-1301 (15), or any other work dealing with construction, which includes, but need not be limited to, moving, demolition, or excavation performed in conjunction with such work.

(2) Subsection (1) of this section is not intended to render void any contract provision of a

public works contract that:

- (a) Precludes a contractor from recovering that portion of delay costs caused by the acts or omissions of the contractor or its agents;
- (b) Requires notice of any delay by the party responsible for such delay;
- (c) Provides for reasonable liquidated damages;
- (d) Provides for arbitration or any other procedure designed to settle contract disputes.

4. In accordance with C.R.S. 24-91-103.6. Public entity - contracts - appropriations - contract modifications - severability - definition

(1) No public entity shall contract with a designer, a contractor, or a designer and contractor for the construction, the design, or both the construction and design of a public works project unless a full and lawful appropriation when required by statute, charter, ordinance, resolution, or rule or regulation has been made for such project.

(2) Every public works contract, as defined in section 24-91-103.5 (1)(b), shall contain the following:

(a) A statement that the amount of money appropriated is equal to or in excess of the contract amount;

(b) A clause that prohibits the issuance of any contract modification, as defined in section 24-101-301 (10), or other form of modification or directive by the public entity requiring additional compensable work to be performed, which work causes the aggregate amount payable under the contract to exceed the amount appropriated for the original contract, unless the contractor is given written assurance by the public entity that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the contract; and

(c) For any form of modification or directive by the public entity requiring additional compensable work to be performed, a clause that requires the public entity to reimburse the contractor for the contractor's costs on a periodic basis, as those terms are defined in the contract, for all additional directed work performed until a contract modification is finalized. In no instance shall the periodic reimbursement be required before the contractor has submitted an estimate of cost to the public entity for the additional compensable work to be performed. Notwithstanding the provisions of this subsection (2)(c), state public works contracts shall be subject to the provisions of section 24-30-202.

(3) If the requirements of subsection (1) or (2) of this section are not met, a civil action may be maintained against the public entity which has contracted for the public works project to recover sums due under the contract notwithstanding any appropriation statute, ordinance, resolution, or law to the contrary.

(4) In the event that a good faith dispute arises between a public entity and a contractor concerning the contractor's right to receive additional compensation under a remedy-granting provision of the public works contract, it shall not be a defense to a civil action for payment for such claim that no moneys have been appropriated for such claimed amounts, so long as the contractor has complied with all provisions of the contract applicable to the dispute, including but not limited to contract modification and additional work clauses, and has submitted to the public entity a statement sworn to under penalty of perjury which sets forth: The amount of additional compensation to which the contractor contends that it is entitled; that claim-supporting data which is accurate and complete to the best of the contractor's knowledge and belief have been submitted; and that the amount requested accurately reflects what is owed by the public entity. As used in this subsection (4), "remedy-granting provision" means any contract clause which permits additional compensation in the event that a specific contingency or event occurs. Such term shall include, but shall not be limited to, change clauses, differing site conditions clauses, variation in quantities clauses, and termination for convenience clauses.

(5) If a final judgment is entered pursuant to a civil action brought by a contractor for which adequate appropriations have not been made, the judgment debtor public entity shall promptly make payment pursuant to section 13-60-101, 24-10-113, 24-10-113.5, or 30-25-104, C.R.S., and any other statutory requirement on payment of judgments.

(6) Any provision of this section which is in conflict with the terms of any federal grant shall be inapplicable to a contract between a contractor and a public entity which is funded in whole or in part by that grant.

(7) Nothing in this section shall prohibit:

(a) The use of phased construction over a period of years where, if applicable, the public entity has informed the contractor of initial annual appropriations at the time the contract is signed, and subsequent annual appropriations as they occur, in statements issued pursuant to subsection (2) of this section; or

(b) The use of bond-financed construction where appropriations to service bond debt may occur subsequent to the commencement of construction, where this fact is clearly stated in disclosure statements made pursuant to subsection (2) of this section.

(8) The provisions of this section shall apply to any contract executed on or after July 1, 1992.

(9) If any provision of this section or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this section that can be given effect without the invalid provision or application, and to this end the provisions of this section are severable.

5. In accordance with C.R.S. 24-91-104. Contract - completion by public entity - partial payments:

If it becomes necessary for a public entity to take over the completion of any contract, all of the

amounts owing the contractor, including the withheld percentage, shall be applied: First, toward the cost of completion of the contract; second, toward performance of the public entity's withholding requirement set forth in section 38-26-107, C.R.S.; third, to the surety furnishing bonds for the contract work, to the extent such surety has incurred liability or expense in completing the contract work or made payments pursuant to section 38-26-106, C.R.S.; then, to the contractor. Such retained percentage as may be due any contractor shall be due and payable at the expiration of thirty days from the date of final acceptance by the public entity of the contract work.

6. In accordance with C.R.S 24-91-109. Retained payments - disbursement:

All retained payments and interest thereon disbursed to any contractor under any contract with a public entity covered under this article shall be disbursed to each subcontractor by the contractor. The disbursement of such retained payments and interest shall be in proportion to the respective amounts of retained payments, if any, which the contractor theretofore has withheld from his subcontractors if the subcontractor has performed under his contract with the contractor.

7. In accordance with C.R.S. 24-91-110. Contracts excepted from article

The provisions of C.R.S. 24-91-101 et seq. shall not apply in the case of a contract made or awarded by any public entity if a part of the contract price is to be paid with funds from the federal government or from some other source and if the federal government or such other source has requirements concerning retention or payment of funds which are applicable to the contract and which are inconsistent with this article.

8. In accordance with C.R.S. 8-17-102. Contracts to provide for preference of Colorado labor:

All contracts let for public works financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado shall contain provisions for the preference in employment of Colorado labor.

Accordingly, there is a preference in employment of Colorado labor, as provided by law.

9. In accordance with C.R.S. 38-26-105. Public works contractor's bond - conditions:

(1) Subject to the provisions of subsection (2) of this section, any person, company, firm, or corporation entering into a contract for more than fifty thousand dollars with any county, municipality, or school district for the construction of any public building or the prosecution or completion of any public works or for repairs upon any public building or public works shall be required before commencing work to execute, in addition to all bonds that may be required of it, a penal bond with good and sufficient surety to be approved by the board or boards of county commissioners of the county or counties, the governing body or bodies of the municipality or municipalities, or the district school board or boards, conditioned that such contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing such person or such person's subcontractors with labor, laborers, materials, rental machinery, tools, or equipment used or performed in the prosecution of the work provided for in such contract and that such contractor will indemnify and save harmless

the county, municipality, or school district to the extent of any payments in connection with the carrying out of any such contract which the county or counties, municipality or municipalities, and school district or school districts may be required to make under the law. Subcontractors, material men, mechanics, suppliers of rental equipment, and others may have a right of action for amounts lawfully due them from the contractor or subcontractor directly against the principal and surety of such bond. Such action for laborers, materials, rental machinery, tools, or equipment furnished or labor rendered shall be brought within six months after the completion of the work and not afterwards.

(2) Notwithstanding the monetary qualification provided in subsection (1) of this section, the state, or the governing body of any county, municipality, school district, or other political subdivision determining it to be in the best interest of this state, or any county, municipality, school district, or other political subdivision may require the execution of a penal bond for any contract of fifty thousand dollars or less.

10. In accordance with C.R.S. 38-26-106, Contractor executes bond:

(1) A contractor who is awarded a contract for more than fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation, or other public works for any county, city and county, municipality, school district, or other political subdivision of the state, and a contractor who is awarded a contract for more than one hundred fifty thousand dollars for the construction, erection, repair, maintenance, or improvement of any building, road, bridge, viaduct, tunnel, excavation, or other public works for this state, before entering upon the performance of any such work included in the contract, shall duly execute, deliver to, and file with the board, officer, body, or person by whom the contract was awarded a good and sufficient bond or other acceptable surety approved by the contracting board, officer, body, or person, in a penal sum not less than one-half of the total amount payable under the terms of the contract; except that, for a public works contract having a total value of five hundred million dollars or more, a bond or other acceptable surety, including but not limited to a letter of credit, may be issued in a penal sum not less than one-half of the maximum amount payable under the terms of the contract in any calendar year in which the contract is performed. The contracting board, office, body, or person shall ensure that the contract requires that a bond or other acceptable surety, including but not limited to a letter of credit, be filed and current for the duration of the contract.

(2) A bond or other acceptable surety shall be duly executed by a qualified corporate surety or other qualified financial institution, conditioned upon the faithful performance of the contract, and, in addition, shall provide that, if the contractor or his or her subcontractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such contractor or his or her subcontractor in performance of the work contracted to be done or fails to pay any person who supplies laborers, rental machinery, tools, or equipment, all amounts due as the result of the use of such laborers, machinery, tools, or equipment, in the prosecution of the work, the surety or other qualified financial institution will pay the same in an amount not exceeding the sum specified in the bond or other acceptable surety together with interest at the rate of eight percent per annum. Unless a bond or other acceptable surety is executed, delivered, and filed, no claim in favor of the contractor arising under the contract shall be audited, allowed, or paid. A certified or cashier's check or a bank money order made payable to the treasurer of the state of Colorado or to the treasurer or other

officer designated by the governing body of the contracting local government may be accepted in lieu of a bond or other acceptable surety.

11. In accordance with C.R.S. 38-26-107, Supplier may file statement - notice - withholding funds:

(1) Any person, as defined in section 2-4-401 (8), C.R.S., that has furnished labor, materials, sustenance, or other supplies used or consumed by a contractor or his or her subcontractor in or about the performance of the work contracted to be done or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the work whose claim therefor has not been paid by the contractor or the subcontractor may, at any time up to and including the time of final settlement for the work contracted to be done, file with the board, officer, person, or other contracting body by whom the contract was awarded a verified statement of the amount due and unpaid on account of the claim. If the amount of the contract awarded to the contractor exceeds one hundred fifty thousand dollars, the board, officer, person, or other contracting body by whom the contract was awarded shall, no later than ten days before the final settlement is made, publish a notice of the final settlement at least twice in a newspaper of general circulation in any county where the work was contracted for or performed or in an electronic medium approved by the executive director of the department of personnel. It is unlawful for any person to divide a public works contract into two or more separate contracts for the sole purpose of evading or attempting to evade the requirements of this subsection (1).

(2) Upon the filing of any such claim, such board, officer, person, or other body awarding the contract shall withhold from all payments to said contractor sufficient funds to insure the payment of said claims until the same have been paid or such claims as filed have been withdrawn, such payment or withdrawal to be evidenced by filing with the person or contracting body by whom the contract was awarded a receipt in full or an order for withdrawal in writing and signed by the person filing such claim or his duly authorized agents or assigns. Such funds shall not be withheld longer than ninety days following the date fixed for final settlement as published unless an action is commenced within that time to enforce such unpaid claim and a notice of lis pendens is filed with the person or contracting body by whom the contract was awarded.

(3) At the expiration of the ninety-day period, the person or other body awarding the contract shall pay to the contractor such moneys and funds as are not the subject of suit and lis pendens notices and shall retain thereafter, subject to the final outcome thereof, only sufficient funds to insure the payment of judgments that may result from the suit. Failure on the part of a claimant to comply with the provisions of sections 38-26-101, 38-26-106, and this section shall relieve the board, officer, body, or person by whom such contract was awarded from any liability for making payment to the contractor. At any time within ninety days following the date fixed for final settlement as published, any person, copartnership, association of persons, company, or corporation, or its assigns, whose claims have not been paid by any such contractor or subcontractor may commence an action to recover the same, individually or collectively, against the surety or other qualified financial institution on the bond or other acceptable surety specified and required in section 38-26-106.

12. In accordance with C.R.S. 38-26-108, Substitution of bond allowed:

(1) Whenever a verified statement of a claim has been filed in accordance with section 38-26-107, the contractor holding the contract against which such statement has been filed, or other person who has an interest in the payments being withheld, by the contracting body that

awarded the contract may, at any time, file with the clerk of the district court of the county where the contract is being performed or of the county where the office in which the verified statement of claim is located an ex parte motion for approval of a substitute corporate surety bond or any other undertaking that may be acceptable to a judge of such district court.

(2) A corporate surety bond or undertaking filed pursuant to subsection (1) of this section shall be in an amount equal to one and one-half times the amount of the claim plus costs allowed by the court up to the date of such filing and shall have been approved by an order of a judge of the district court in which such bond or undertaking is filed. The order shall state that:

- (a) The corporate surety bond or undertaking is approved;
- (b) The verified statement of claim is discharged;
- (c) The corporate surety bond or undertaking shall be substituted for the moneys withheld pursuant to the verified statement of claim; and
- (d) The contracting body that awarded the contract shall release the moneys being withheld pursuant to the verified statement of claim on the same terms and conditions as if the verified statement of claim had been released by the claimant.

(3) A corporate surety bond or undertaking filed pursuant to subsection (1) of this section shall be conditioned that, if the claimant is finally adjudged to be entitled to recover upon the claim upon which the claimant's verified statement of a claim is based, the surety issuing the bond or undertaking or the principal thereunder, shall pay to such claimant the amount of the judgment issued upon such claim, together with any interest, costs, and other amounts awarded by the judgment.

(4) Notwithstanding the provisions of section 38-26-107, upon the issuance of an order from a judge of the district court approving a bond or undertaking filed pursuant to subsection (1) of this section, the clerk of such district court shall issue a certificate of release, which shall be served on the board, officer, person, or other contracting body by whom the contract was awarded by certified mail, return receipt requested, or by personal delivery. The certificate of release shall show that such claim against the contract has been discharged and released in full and the corporate surety bond or undertaking has been substituted. After the certificate of release is filed, payments to the contractor by the contracting body by whom the contract was awarded shall resume in accordance with the terms of the contract, and any funds previously withheld as a result of the filing of the verified statement shall be released to the contractor pursuant to the terms of the contract or, if not specified in the contract, within thirty days after the receipt of the certificate of release by the board, officer, person, or other contracting body by whom the contract was awarded.

(5) When a corporate surety bond or undertaking is substituted for a claim as provided in this section, the claimant who filed the verified statement of a claim pursuant to section 38-26-107 (1) may bring an action against such bond or undertaking. Such action shall be commenced within the time allowed for the commencement of an action set forth in section 38-26-107 (3).

(6) In the event that no action is commenced upon the corporate surety bond or undertaking within the time period called for by section 38-26-107, the corporate surety bond or undertaking shall be discharged and shall be returned to the contractor.

13. In accordance with C.R.S. 38-26-109, Moneys for verified claims made - trust funds - disbursements – penalty:

(1) All funds disbursed to any contractor or subcontractor under any contract or project subject to the provisions of this article shall be held in trust for the payment of any person that has furnished labor, materials, sustenance, or other supplies used or consumed by the contractor in

or about the performance of the work contracted to be done or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the work where the person has:

- (a) Filed or may file a verified statement of a claim arising from the project; or
 - (b) Asserted or may assert a claim against a principal or surety under the provisions of this article and for whom or which such disbursement was made.
- (2) The requirements of this section shall not be construed so as to require a contractor or subcontractor to hold in trust any funds that have been disbursed to him or her for any person that has furnished labor, materials, sustenance, or other supplies used or consumed by the contractor or his or her subcontractor in the performance of the work contracted to be done; supplied laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the work; filed or may file a verified statement of a claim arising from the project; or asserted or may assert a claim against a principal or surety that has furnished a bond under the provisions of this article if:
- (a) The contractor or subcontractor has a good faith belief that the verified statement of a claim or bond claim is not valid; or
 - (b) The contractor or subcontractor, in good faith, claims a setoff, to the extent of such setoff.
- (3) Each contractor or subcontractor shall maintain separate records of account of each project or account; except that nothing in this section shall be construed to require a contractor or subcontractor to deposit trust funds from a single project in a separate bank account solely for that project as long as the trust funds are not disbursed in a manner that conflicts with the requirements of this section.
- (4) Any person who violates the provisions of subsections (1) and (2) of this section commits theft within the meaning of section 18-4-401, C.R.S.

14. In accordance with C.R.S. 38-26-110, Excessive amounts claimed:

- (1) Any person who files a verified statement of a claim or asserts a claim against a principal or surety that has furnished a bond under this article for an amount greater than the amount due without a reasonable possibility that the amount claimed is due and with the knowledge that the amount claimed is greater than the amount due, and that fact is demonstrated in any proceedings under this article, shall forfeit all rights to the amount claimed and shall be liable to the following in an amount equal to all costs and all attorney fees reasonably incurred in bonding over, contesting, or otherwise responding in any way to the excessive verified statement of claim or excessive bond claim:
- (a) The person to whom or which a disbursement would be made but for the verified statement of a claim or bond claim; or
 - (b) The principal and surety on the bond.

15. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin, and shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable Federal, state, or local law or regulation.

16. In accordance with C.R.S. 8-17.5-102. Illegal aliens - prohibition - public contracts for services – rules:

(1) A state agency or political subdivision shall not enter into or renew a public contract for services with a contractor who knowingly employs or contracts with an illegal alien to perform work under the contract or who knowingly contracts with a subcontractor who knowingly employs or contracts with an illegal alien to perform work under the contract. Prior to executing a public contract for services, each prospective contractor shall certify that, at the time of the certification, it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

(2) (a) Each public contract for services shall include a provision that the contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under the public contract for services; or

(II) 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 the public contract for services.

(b) Each public contract for services shall also include the following provisions:

(I) A provision stating that the contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the e-verify program or the department program;

(II) A provision that prohibits the contractor from using either the e-verify program or the department program procedures to undertake preemployment screening of job applicants while the public contract for services is being performed;

(III) A provision that, if the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the contractor shall be required to:

(A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to sub-subparagraph (A) of this subparagraph (III) the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien;

(IV) A provision that requires the contractor to comply with any reasonable request by the department made in the course of an investigation that the department is undertaking pursuant to the authority established in subsection (5) of this section.

(3) If a contractor violates a provision of the public contract for services required pursuant to subsection (2) of this section, the state agency or political subdivision may terminate the contract for a breach of the contract. If the contract is so terminated, the contractor shall be liable for actual and consequential damages to the state agency or political subdivision.

(4) A state agency or political subdivision shall notify the office of the secretary of state if a contractor violates a provision of a public contract for services required pursuant to subsection (2) of this section and the state agency or political subdivision terminates the contract for such

breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to subsection (2) of this section. A state agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

(5) (a) The department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to subsection (2) of this section. The department may conduct on-site inspections where a public contract for services is being performed within the state of Colorado, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to subsection (2) of this section. The department shall receive complaints of suspected violations of a provision of a public contract for services required pursuant to subsection (2) of this section and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of this subsection (5).

(b) The executive director shall notify a state agency or political subdivision if he or she suspects that there has been a breach of a provision in a public contract for services required pursuant to subsection (2) of this section.

(c)

(I) There is hereby created the department program. Any contractor who participates in the department program shall notify the department and the contracting state agency or political subdivision of such participation. A participating contractor shall comply with the provisions of subparagraph (II) of this paragraph (c) and shall consent to department audits conducted in accordance with subparagraph (III) of this paragraph (c). Failure to meet either of these obligations shall constitute a violation of the department program. The executive director shall notify a contracting state agency or political subdivision of such violation.

(II) A participating contractor shall, within twenty days after hiring an employee who is newly hired for employment to perform work under the public contract for services, affirm that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 U.S.C. sec. 1324a, and not altered or falsified the identification documents for such employees. The contractor shall provide a written, notarized copy of the affirmation to the contracting state agency or political subdivision.

(III) The department may conduct random audits of state agencies or political subdivisions to review the affidavits and of contractors to review copies of the documents required by subparagraph (II) of this paragraph (c). Audits shall not violate federal law.

(6) Nothing in this section shall be construed as requiring a contractor to violate any terms of participation in the e-verify program.

D & L CONSTRUCTION

P.O. Box 991

Cortez, CO 81321

(970) 565-2087

"We Dig Your Business!"

June 28, 2022

Town of Mancos
P.O. Box 487
Mancos, CO 81328

Re: RFP for Professional General Contracting Services

Dear Heather,

Dave & Lana Waters have owned and operated D & L Construction in Cortez for 37 years. We are located in Cortez we do work in the Southwest Corner of Colorado. We average 7-12 employees depending upon what time of the year it is. Our key employees are Dave Waters, Owner. Fritz Hageman, Superintendent and our Foremans are Cole Smith and Ryan Waters. They have attended Asphalt Paving Institute, they all possess Class A CDLs, and they have attended CPR & First Aid Training, Erosion Control classes and Flagging and Traffic Control classes.

The majority of our projects are done for municipalities and governmental agencies. We have performed hundreds of projects including water & sewer mains and services, storm drains, sewer treatment plant, electric substations, road work including building new & reconstruction of old roads, paving, all forms of concrete work, bridge repair and replacement and demolition work. And construction of commercial and residential building as well. D & L Construction also has a recycling yard where we recycle all waste concrete and asphalt from our projects and accept concrete with or without steel and asphalt from other sources and then crush it into CDOT Class 6 aggregate.

In 2020 our largest project was for the Town of Durango reconstructing Thomas Avenue which included new curb & gutter, sidewalk and asphalt. In 2021 our largest project was for the Town of Mancos replacing the Main Street Bridge. This year in 2022 our largest projects are reconstruction of Sligo Street and reconstruction of Mildred Avenue along with replacing waterline in various locations within Mildred Avenue.

We have worked for the Town of Mancos, City of Cortez with the contact being Brian Peckins or Diane Roberts (970) 565-7320, City of Durango the contact being Levi Lloyd (970) 375-4999, Town of Dolores the contact being Ken Charles (970) 882-7720, the Cortez Sanitation District

the contact being Jan Nelson (970) 565-3962 or Catherine Carella (970) 403-0952 and CDOT with the contact being Robert Shanks (970) 385-1416.

A schedule of fees has been attached as well as proof of all of our insurance and limits.

We are unaware of any conflicts of interest with any other clients.

We take pride in completing our projects on time and on budget, by providing professional, well trained employees to ensure a high quality product and think that we make a great partner with all of our Owners.

Thank you for the opportunity and your consideration to perform a variety of construction services for the Town of Mancos.

Respectfully,



Lana Waters
President

Enclosure: Schedule of hourly rates
Proof of liability & limits

STAFF REPORT

To: Honorable Mayor & Board of Trustees
From: Heather Alvarez, Town Administrator
Date: May 8, 2024
Re: RFP for IBC and Town Construction Standards Update

Recommendation

Provide feedback on the attached draft RFP. Authorize the Town Administrator to publish the RFP for IBC and Town Construction Standards Update

Background/Discussion

The Town is currently utilizing the International Building Code 2006 edition. Our Standards and Specifications for Construction of Public Improvements were drafted in 1998. We have discussed updating these items to bring the information current.

Attached is an RFP for your review and feedback. This was drafted in house. A message was sent to CML managers and clerks requesting a template. The responses we received indicated that no current templates were available, and we have been asked to share this information with other municipalities once it's finalized.

Once we receive the bids for this project, the Town will apply for a DOLA Administrative Grant to offset half the cost of the project. At this time, we do not have a budget as one will be determined upon receipt of responses to the RFP. A request to the Board to authorize me to apply for this grant will be brought to a future meeting.

Once bids are received, information will be presented to the Board at a future meeting for decision, along with my recommendations for this project.

Attachments

Draft RFP for IBC and Town Construction Standards Update

**Town of Mancos
Request for Proposal
IBC & Construction Standards Update**

General Information:

The Town of Mancos (Town) is soliciting proposals from qualified, professional consultants to update our Town Standards and Specifications for Design & Construction of Public Improvements and update our building codes from IBC2006 to a more current version.

Project Goals

Contractor will work closely with the Town Administrator and Public Works Department on this project. Goals are as follows:

1. Update town building codes from IBC 2006 version to current version, including ancillary codes such as residential, mechanical, plumbing and other applicable codes.
2. Suggest updated fee schedule for land use and building permit applications in conjunction with building code updates.
3. Update town Standards and Specifications for Design & Construction of Public Improvements.

Scope of Work:

The Town of Mancos is currently utilizing the International Building Code 2006 edition, together with appendices and tables. We have also adopted the 2006 versions of the residential code, mechanical code, plumbing code, fuel gas code, energy conservation code, electrical code administrative provisions, electrical code. We adopted the Model Flood Damage Prevention Code 1991 edition.

Our Standards and Specifications for Design and Construction of Public Improvements were drafted and adopted in 1998.

Consultant shall:

1. Hold one public meeting with interested realtors, developers, and contractors to solicit feedback from the community with regard to updating codes and standards to current best practices.
2. During that public meeting, the consultant shall solicit feedback from attendees regarding the ease of doing business with the Town in the areas of development and construction.
3. Provide professional advice to the Town on any supplementary information or work needed for a successful project and include that information or work as a supplement in the bid package.

Deliverables

Preliminary drafts of the following documents shall be submitted for review by Town staff:

1. Comparison of changes between IBC2006 et al and current version proposed by consultant.
2. Report outlining building code sections the Town may wish to consider amending prior to adoption.

3. Updated Standards & Specifications for Design & Construction of Public Improvements, including any new items for consideration by Town staff.
4. Regulatory update requirements.
5. Bidders are encouraged to suggest additional documents that the Town has overlooked with this bid package.

After each of the sections listed above have been reviewed by Town staff, the Consultant shall prepare a combined draft of the document inclusive of all sections listed above and an executive summary. This draft will be reviewed by Town staff. Then the Consultant will prepare and submit a final document for Town Board review and consideration.

Proposal Requirements

Bids will be received by the Town of Mancos (herein called the “Contracting Agency”) until **June 5, 2024 at 3:00 p.m. MST**. It is the sole responsibility of the bidder to see that the bid is received before the submission deadline. Late bids will not be considered.

All Bids must be made on the required Bid form, included in this request for proposals package. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Any improperly completed bids will not be accepted.

The Contracting Agency may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Contracting Agency and the Bidder.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done.

The Bid Documents and any Addenda issued contain the provisions required for successful implementation and completion of the Project. Information otherwise obtained from an officer, agent or employee of the Contracting Agency, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each Bid must include the provided List of Subcontractors to be assisting in the project.

Each Bidder shall demonstrate their experience related to this project, along with experience in the coordination and process for developing the final product as requested in this request for bids. At the time of the Bid, the Bidder shall provide to the Contracting Agency a list of at least two (2) successfully completed projects of similar nature. Include a brief description of each of the three projects and list the date, dollar amount of the project, and name of the responsible person and contact information for whom the work was done.

A conditional or qualified Bid may be cause for rejection.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Projects shall apply to the Contract throughout.

Each Bidder is responsible for completing due diligence and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

Proposal Format

The proposal, including appendixes, shall not exceed 25 pages and should include the following:

- A. Cover Letter
- B. Statement of Project Understanding
- C. Consultant Profile
 - 1) Firm name, location(s)/ address(es)
 - 2) Year firm established
 - 3) Project Manager's name, telephone number, and email
 - 4) Current limits of professional liability insurance
- D. Qualifications
 - 1) Overall company qualifications
 - 2) Description of the project team, including; roles, responsibilities, applicable licenses and one-page resumes
 - 3) Relevant experience of the project team
 - 4) List of subcontractors that will be assisting in the project, along with their qualifications
- E. References, must be specific to a similar project
 - 1) Project name and location – provide weblinks to 2 project examples
 - 2) Name, address, and telephone number of client(s)
 - 3) Fee for services provided
 - 4) Brief description of the services provided
- F. Proposed Methodology:
 - 1) Proposed approach to accomplish the scope of work and deliverables
 - 2) Any suggested changes or additions to the scope of work and/or deliverables that the Town has overlooked and that are important for project success
 - 3) Details of what input and assistance the consultant will need from the Town
 - 4) Proposed timeframe of the project
- G. Project Cost
 - 1) Provide a detailed budget including; personnel, rates, hours and totals for each of the task and an overall cost, with standard hourly rates and a schedule for additional services not outlined in the Scope of Work, if applicable.
 - 2) If suggesting additional services not outlined in the scope of work, please ensure the cost for those services are separate or clearly identified as additional services.

Selection Process and Criteria:

The Town intends to retain the services of the individual or firm evaluated to be the best qualified to perform the work for the Town, including factors such as qualifications, cost, experience, and others. The Town shall screen all proposals and the top candidates may be selected for interviews. Proposals will be screened by a minimum of three senior staff members. Staff will determine the individuals and/or firms selected for interview.

In reviewing the proposals, the Town will carefully weigh the following:

- Qualifications and experience of project staff.
- Understanding or experience with the requested scope of work and working with small local governments with limited resources.
- Price and value of proposed services.
- 2 examples of recent projects performed for similar communities.
- Comprehensive bid package, including unique and creative technical approaches which are clearly articulated in the proposal that will enhance the project outcomes and deliverables.
- Reference checks

The Town will require the individual or firm selected to maintain general liability, automobile, workers' compensations, and errors and omissions insurance. The selected firm or individual will also be required to maintain a Town business license. The contract will contain provisions requiring the selected firm to indemnify the Town and provide that the selected individual or firm is an independent contractor serving at the will of the Town. Other required provisions will include the Town Board's right to terminate the agreement, at its sole discretion, upon the provision of notice.

The recommendation for services will be presented to the Town Board for consideration at the earliest available Board meeting, at which time the Town Board will consider appointment of the Town Engineer and approval of the contract.

The Town reserves the right to withdraw this RFP at any time without prior notice and to reject any and all proposals without cause or reason. All responses shall become property of the Town and will be retained or disposed of accordingly. The Town shall not be liable for any pre-contractual expenses incurred by any contractor. Any award of contract will be subject to successful negotiation between the contractor and Town, during the course of which both parties may amend terms and services as deemed appropriate to come to agreement. Any award of contract for services shall be made to the individual or firm best qualified and responsive as may be determined in the sole discretion of the Town.

Submittal:

To be considered, submit a comprehensive proposal addressing all the above. The primary proposal shall be sent in pdf format via email halvarez@mancoscolorado.com with the following subject line: "Mancos IBC & Construction Standards Update" or send a flash drive with the proposal in pdf format to the address below. **Proposals must be received no later than June 5, 2024 at 3:00 p.m. MST to be considered.**

Clarification:

The Town of Mancos reserves the right to obtain clarification of any point in the firm’s RFP or to obtain additional information necessary to evaluate a particular RFP. Failure of the firm to respond to such a request for additional information or clarification may result in rejection of the firm’s RFP.

For More Information:

Any questions regarding this Request for Proposal should be directed to Heather Alvarez, Town Administrator at halvarez@mancoscolorado.com no later than one week prior to RFP submittal deadline.

Thank you for your interest and we look forward to a proposal from you!

Preliminary Schedule:

- 1. Issue RFP May 15, 2024
- 2. Questions Due May 22, 2024 3:00 p.m.
- 3. Answers Posted May 23, 2024
- 4. Proposal Due June 5, 2024 on or before 3:00pm
- 5. Contract Award TBD

BID and BID SCHEDULE

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____* to the Town of Mancos (hereinafter called "Contracting Agency").

** Insert "a Corporation", "a Partnership", "an Individual", as applicable.*

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Town of Mancos in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified and to fully complete the Project by March 31, 2024 thereafter.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGEMENT
Addendum No. 1		
Addendum No. 2		

Bidder agrees to perform all work described in the Bid Documents for the following unit and/or lump sum prices:

BID SCHEDULE:

ITEM	AMOUNT
IBC & Construction Standards Update	\$ _____
Additional Options (not defined in this RFP)	\$ _____
Additional Options (not defined in this RFP)	\$ _____

Details for the amount listed above shall be included in the proposals.

Bidder agrees to perform all work described and contained on the Project Plans for the unit prices or lump sums as shown on the Bid Schedule.

Bidder acknowledges that payment will be based on the lump sum price and not to exceed the final agreed amount. Bidder agrees to pass on any project savings to the Town.

Respectfully Submitted:

Contractor/ Firm Name

Address

Date

Contact Phone #

Signature

Title

End of Bid Schedule

LIST OF
SUBCONTRACTORS

Contractor _____

1	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
2	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
3	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
4	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
5	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
6	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail

Attach additional pages if needed

Appendix A
INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2024, by and between the Town of Mancos, whose address is 117 N. Main, Mancos, CO 81328, and _____, whose address is _____.

I. Recitals

Contractor is customarily engaged in an independent trade, occupation, profession or business related to the services to be provided hereunder, and is ready, qualified, willing and able to provide such services to the Town.

Town desires to receive such services on a non-exclusive basis from the Contractor, on the terms and conditions stated herein.

II. Additional Documentation

Contractor shall maintain all required insurance and all required business licenses during the length of the contract.

III. Services to be provided by Contractor

For the consideration set out below, the Contractor agrees to provide the following services at the following location(s), dates and times:

A. Description of services to be provided and locations:

_____. See Appendix B for details.

The quality of Services under this Agreement shall be of the level of professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Town.

B. Dates or term of contract and times of performance:

Contract begins _____ and ends _____

C. Contractor shall provide all necessary uniforms, equipment, etc.

The Contractor shall perform said services in its own way in the pursuit of its independent calling and not as an employee of the Town and shall be solely responsible for the means and methods and the proper performance of the services in compliance with the terms, requirements and specifications of this Agreement.

Contractor and any persons employed or retained by Contractor for the performance of services hereunder shall be independent contractors and not employees or agents of the Town. The Contractor shall not be under the control of the Town or the Town's officers or employees, as

to the means or manner by which such result is to be accomplished. Nothing in the Agreement shall be construed as establishing a quality standard for the Contractor or for any person employed or retained by the Contractor, nor as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct the Contractor as to how the work will be performed; except that it shall be a condition of this Agreement that the Contractor shall be responsible for meeting the program expectations of the Town, and the terms, requirements, and specifications established herein, in the performance of services hereunder.

This Agreement is for the services described in Section III.A above, which services are to be provided through such persons as are selected by, and are subject to the training, control and supervision of the Contractor. Nothing in this Agreement shall require the Contractor to perform services exclusively for the Town.

The Contractor shall have the right to employ or retain such assistance as may be required for the performance of services under this Agreement. The Contractor shall be solely responsible for the compensation, insurance, taxes, withholding and all clerical detail pertaining to such assistance.

IV. **Contractor's compensation**

Contractor shall be compensated at the following rate and payment schedule for services provided pursuant to the Agreement:

- This is a not to exceed contract. Total cost of the project shall not exceed _____ without prior written approval from the Town of Mancos.

Payment schedule to the contractor shall be made within 30 days of Town approval of Contractor's invoice. The Contractor shall be solely responsible for any payroll, withholding or other taxes.

To obtain payment Contractor shall submit a statement indicating each date of work, the hours of work performed on each day, time billed in fifteen (15) minute intervals (1/4th of an hour), together with a detailed description of the work performed, and a copy of any reports issued.

V. **Warranties by the Contractor**

- 1) The Contractor warrants that the quality of its services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.
- 2) The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the services specified in this Agreement.
- 3) The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the services specified in this Agreement.

VI. **Termination**

The Town may, in its sole discretion, terminate the Agreement at any time by ten working days' written notice to the Contractor. In addition, Town, may immediately terminate this contract if Contractor:

- 1) Fails to begin the work within the time specified in the Contract;
- 2) Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work;
- 3) Fails to perform the work in accordance with contract requirements or refuses to remove and replace rejected materials or unacceptable work;
- 4) Discontinues the work;
- 5) Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- 6) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
- 7) Allows any final judgment to remain unsatisfied for a period of ten (10) days;
- 8) Fails to comply with contract requirements regarding minimum wage payments;
- 9) Is a party to fraud; or,
- 10) For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- 11) Engages in a conflict of interest with the project.

The Contractor may terminate the Agreement at any time by ten working days' written notice to the Town.

The Town's approval of any services or any payment hereunder shall not in any way relieve Contractor of the responsibility for the accuracy and completeness of the services, or for compliance with terms, requirements and specifications applicable thereto; and no such approval shall constitute a waiver of any rights of the Town under this Agreement, or of any cause of action arising out of or in any way connected with this Agreement.

VII. Ownership of Work Product

Town shall be the owner of information gathered and developed during the project, and of all work product performed by Contractor under the terms of this agreement. Subsequent use of such information by Contractor shall require the advance written approval of the Town.

In the event of termination, all finished and unfinished work product(s) prepared by Contractor pursuant to this Agreement shall become the sole property of the Town, provided Contractor is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Contractor shall not be liable with respect to the Town's subsequent use of any incomplete work product, provided Contractor has notified the Town in writing of the incomplete status of such work product.

VIII. Conflict of Interest

Contractor certifies it has no financial interest in the services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the services under this

Agreement.

IX. **Confidentiality**

The Contractor acknowledges that during the engagement it will have access to and become acquainted with various records, trade secrets, inventions, innovations, processes, information and specifications of the Town, and/or used by the Town in connection with the operation of its business including, without limitation, the Town's business and product processes, methods, customer lists, accounts and procedures, as well as records of customers and law enforcement. The Contractor agrees that it will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Town. All files, records, documents, information, blueprints, specifications, information, letters, notes, notebooks, computer files and similar items relating to the business of the Town, whether prepared by the Contractor, or otherwise coming into its possession, shall remain the exclusive property of the Town. The Contractor shall not retain any copies of the foregoing without the Town's prior written permission. Upon the expiration or early termination of this Agreement, or whenever requested by the Town, the Contractor shall immediately deliver to the Town all such files, records, documents, specifications, information and other items in its possession or under its control. The Contractor further agrees that it will not disclose its retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of the Town and shall at all times preserve the confidential nature of its relationship to the Town and of the services hereunder.

X. **Miscellaneous**

THE PARTIES HERETO UNDERSTAND THAT THE CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS OR UNEMPLOYMENT COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT. The Contractor shall be solely responsible for meeting all applicable withholding, tax and insurance requirements.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin, and shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal, state or local law or regulation.

The Contractor agrees to indemnify and hold harmless the Town and its officers and its employees from and against any and all liability, claims demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage which arise out of or are in any manner connected with the services to be provided under this Agreement, if such injury, loss or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission or other fault of the Contractor, any subcontractor of the Contractor or any officer, employee or agent of the Contractor or any subcontractor of the Contractor. Contractor further waives and releases the Town and its officers and its employees from any and all liability, claims, demands and expenses, including court costs and attorney fees, on

account of any injury, loss or damage which Contractor may suffer and which arise out of or are in any manner connected with the services to be provided under this Agreement.

This Agreement may be amended only by the mutual written agreement of the parties.

This Agreement shall not be assigned by either party without the express written consent of the other party.

This Agreement contains all agreements, understandings and arrangements between the parties, and no other such agreements, understandings and arrangements exist.

Contractor, at all times, agrees to observe all applicable Federal and State Laws, Town rules and regulations issued pursuant thereto, which in any manner affect or govern the services contemplated under this Agreement.

Contractor and any of its officers, employees or contractors do not have the authority to obligate the Town to contracts or expenditures.

Town's performance shall be subject to appropriation of funds by its governing body, and payment of such funds into its treasury.

This Agreement may be amended only by the mutual written agreement of the parties.

This Agreement shall be governed by the laws of the State of Colorado and applicable federal law.

The Town relies on, and does not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or employees.

In the event this contract is litigated, Town shall be entitled to all litigation expenses, collections fees, witness fees, court costs and attorney fees if it prevails. Venue and jurisdiction for any claim shall be in the Montezuma County District Court.

It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement, shall be strictly reserved to the parties. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any other person or entity, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only

If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS THEREOF, this Agreement is executed by the Town, acting by and through the undersigned, and by the Contractor, acting by and through the undersigned, each of whom

represents that he or she is properly authorized to bind the parties hereto, this _____ day of _____, 2024.

Town of Mancos, CO

Printed Name & Title

Printed Name and Title

Signature

Signature

Date

Date