

## Request for Proposal

The Town of Mancos is seeking competitive proposals from qualified, reliable contractors to provide design and construction services for construction of a 1,500 square foot office building.

**Mandatory Prebid Conference on August 22, 2023 at 10:00 a.m. Mancos Town Hall, 117 N. Main Street, Mancos CO 81328**  
**Proposals Due by 3:00 p.m. on September 29, 2023**

### **ATTACHMENTS**

Attachment A: Offeror Response  
Attachment B: Site Plan  
Attachment C: Building Layout  
Attachment D: Sample Form of Contract

### **INTRODUCTION AND BACKGROUND**

The Town of Mancos is seeking competitive proposals from qualified, reliable contractors to provide design and construction services for construction of a Mancos Marshall's Office. The successful Contractor will be responsible for all design, labor, supervision, materials, equipment, transportation, and services necessary to perform high quality work as further described in the Scope of Work.

### **INSTRUCTIONS AND ADMINISTRATIVE INFORMATION**

<b>Schedule of Activities for RFP Phase</b>	<b>Deadline (MST)</b>
RFP Issued	August 7, 2023
Mandatory Pre-Proposal Conference	August 22, 2023 10:00 a.m. at 131 N. Main Street, Mancos, CO 81328
Deadline for Offeror's Written Inquiries	August 29, 2023 10:00 a.m.
Deadline for Responses to Inquiries	September 5, 2023 4:00 p.m.
Proposal Submission Deadline	September 29, 2023 3:00 p.m.
Notice of Intent to Award	October 12, 2023

### **RFP PHASE PROCESS**

#### **Point of Contact**

Questions concerning this RFP and the procedures for responding to the RFP should be directed in writing, e-mail or fax only, to:

Marshal Justen Goodall  
Mancos Town Hall, PO Box 487, Mancos, CO 81328  
[jgoodall@mancoscolorado.com](mailto:jgoodall@mancoscolorado.com)  
(970) 533-7727

#### **Pre-Proposal Conference**

A Pre-Proposal Conference will be held at Mancos Town Hall, 117 N. Main Street, Mancos, CO at 10:00 a.m. on August 22, 2023.

It is mandatory that all bidders attend this pre-proposal conference, as it will clarify exact location and amount of work to be done. This pre-proposal conference is mandatory to bid this project. NO PROPOSALS/BIDS will be accepted without attendance at the on-site pre-proposal conference as listed above.

### **Written Inquiries and District Response**

A prospective Contractor may submit questions or request clarification of any aspect of the Request for Proposal. The Town will only respond to questions submitted in writing. The Town will accept all written inquiries regarding the project until 10:00 a.m. on August 29, 2023.

Inquiries shall be directed to Marshal Justen Goodall.

Responses to inquiries will be issued in the form of an addendum posted on the Town's website at [www.mancoscolorado.com](http://www.mancoscolorado.com) no later than 4:00 p.m. on September 5, 2023.

### **Addendum**

All addenda will be posted on our website at [www.mancoscolorado.com](http://www.mancoscolorado.com).

### **Submission of Qualifications/Proposal**

Respondents will submit proposals as described in Attachment A: OFFEROR RESPONSE no later than 3:00 p.m. on September 29, 2023. Proposals may be submitted via email to [halvarez@mancoscolorado.com](mailto:halvarez@mancoscolorado.com) using the subject line "Mancos Marshal's Office Construction Project." If submitting proposals via mail or hand delivery, three complete copies of the proposal must be included.

### **Proposal Evaluation**

All proposals will be evaluated by an evaluation committee consisting of Town staff, which may conduct interviews with selected finalists to clarify information provided in the proposals.

### **Proposal Withdrawal**

No proposal shall be withdrawn without the consent of Town of Mancos for a period of ninety (90) days subsequent to the opening and awarding of proposals. All prices shall remain firm within the period stated for purposes of analysis, evaluation, and determination of which proposal will best suit the Town.

### **Final Selection**

Proposals will be reviewed and evaluated per the criteria contained herein. An award will be made to the selected Offeror(s) per the tentative date indicated above.

### **RFP Preparation Costs**

Issuance of this RFP does not commit the Town, in any way, to pay any costs for the preparation and submission of the RFP. Nor does the issuance of the RFP obligate the Town to award a contract or purchase. All costs related to the preparation and submission of the RFP shall be paid by the Offeror.

### **Confidentiality/Proprietary Information**

The Town neither requests nor encourages the submission of confidential/proprietary information in response to this Request for Proposal. All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Questions regarding the application of this procedure must be directed to the Purchasing Agent listed in this RFP.

### **Rights of the Town**

The Town reserves the right to accept or reject any or all proposals. The Town reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals. The Town reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary. The Town reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty. The Town reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the Town; and (2) the Town reserves the right to reject any and/or all items proposed or award to multiple proposers. Proposals will be evaluated and given points according to how well they meet the specifications and requirements of the RFP. The proposal with the highest number of evaluation points will be ranked first; however, nothing herein will prevent the Town from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive. The Town reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the Town reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

### **Conflicts of Interest**

All Offerors must disclose the name of any officer, director, or agent who is also an employee of the Town. All Offerors must disclose the name of any Town employee who owns, directly or indirectly, any interest in the Offeror's business or any of its branches.

### **Scope of Work**

The Town of Mancos is seeking competitive proposals for the design and construction services of an office building at 131 N. Main Street, Mancos, CO 81328.

### **CONSTRUCTION PROPOSAL**

Proposal to include creation of the following:

- a. Entryway
- b. Secure armory space
- c. Squadroom with white boards and smart board
- d. Kitchen space with sink and oven space
- e. Interview room with video
- f. Interior office space
- g. Staff Bathroom with shower

- h. ADA Public Restroom
- i. Evidence room with pass through wall lockers
- j. Exit/mudroom

Contractors will conduct a pre-proposal conference site visit and gather information for the development of a Work Plan. As part of the Work Plan and construction activities the Contractor will identify and comply with all applicable federal, state and local statutes and building code requirements. The Contractor will also comply with the applicable terms and conditions of the contract.

The finalized Work Plan, including construction blueprints, and interval construction schedule will be submitted to the Town of Mancos Project Manager for review and approval prior to the start of construction. The Project Manager will provide the Contractor any existing drawings/specifications relating to the project.

The Contractor will mobilize construction forces necessary to begin the project within 10 business days after approval of the Work Plan, construction blueprints and construction schedule by the Town.

The Contractor will arrange for the following as needed:

- a. A secure staging area for storing equipment, materials, tools, and supplies, as the Contractor shall have sole liability for said items, and
- b. Access to and provision of utilities as needed for design and construction.

The following documents, plans, and reports will be provided to the Project Manager:

- a. Work Schedule and short interval schedule to include daily and weekly activities
- b. As-built drawings at the end of the project

All drawings are conceptual only and not to scale or to be used as construction documents. Any final design shall be the responsibility of the proposing firm to confirm compliance with applicable building codes and ADA requirements.

Unless otherwise specified, the Contractor shall unconditionally guarantee the labor and the materials used in performance of this contract within the specified guidelines and recommendations of the manufacturer's warranty. If any defects or signs of deterioration are noted which in the Town's opinion are due to faulty workmanship or materials, the Contractor shall be notified and shall make the necessary repairs to correct any deficiency in the system at the Contractor's expense.

## **EVALUATION CRITERIA**

Criteria used to evaluate the methodologies, products, and services are listed below. Evaluation will be completed by the Town's evaluation committee selected to review the proposals.

1. Experience: The Offeror shall demonstrate experience with the design build delivery strategy with a brief profile of description of similar Projects that the contractor has performed. The

Projects should be listed by order of most similar to the Project described through this RFP process and in evaluation of the Project site. Each Project should include a total dollar amount and the key contact for the owner as a reference for the Project.

2. Project Team: The proposal shall demonstrate the organization of team members who will be assigned to the Project with resumes and relative Project experience. Team members must be identified as either an employee of the DB Contractor or as a consultant, or joint venture partnered for this Project.

3. Technical Evaluation of Equipment: The proposal shall demonstrate any equipment offered as “or equal” to that which is presented. This should include any necessary cut sheets or technical specifications and comparative information for the equipment being proposed. If there are no substitutions or exceptions in the equipment being proposed then simply indicate “no exceptions” in your response.

4. Value Added Offerings: The Offeror may submit any value added offerings for consideration by the Town.

5. Demonstrated Past Performance With Town

6. Pricing

A scoring matrix with the order and priority of criteria to be used by the District in its evaluation and selection process is shown below:

<b>Description</b>	<b>Points</b>
Experience & Qualifications	Maximum of 25 points
Project Team	Maximum of 15 points
Technical Evaluation of Equipment/Solution	Maximum of 20 points
Value Added Offerings	Maximum of 5 points
Demonstrated Past Performance with Town	Maximum of 15 points
Pricing	Maximum of 50 points
<b>Total Possible Points</b>	<b>130</b>

## **ATTACHMENT A: OFFEROR RESPONSE PROPOSAL SUBMISSION REQUIREMENTS**

- Proposal Requirements:
- All pages are to be numbered.
- Information submitted should be arranged in the same order in which it is requested in this attachment.
- Responses must be concise and sufficient in detail to provide a thorough evaluation and assessment.

Proposals may be submitted via email to [halvarez@mancoscolorado.com](mailto:halvarez@mancoscolorado.com) using the subject line “Mancos Marshal’s Office Construction Project.” If submitting proposals via mail or hand delivery, three complete copies of the proposal must be included. Late proposals will not be accepted or considered. Delivery of the proposal is the responsibility of the bidder. **Proposal must be in the Town of Mancos Office by 3:00 p.m. of closing date.** To ensure that the bid is delivered on time take into consideration factors that might affect delivery – such as weather conditions, holidays and postal department delays. Telephone/fax bids will not be accepted. If the bid is returned by some method of express mail, such as Federal Express, “Mancos Marshal’s Office Construction Project” must appear on the address label.

The Town of Mancos reserves the right to accept or reject any and all bids. Proposals should be prepared simply and economically providing a straightforward, concise description of the Offeror’s ability to perform the requirements of this RFP.

### **1. EXPERIENCE:**

- a. Please provide a brief history and overview of your company and its organizational structure, with special emphasis on your understanding of the services required and how your company proposes to fulfill the needs of the Town, including the following information:
  - i. Type of organization (individual, partnership, corporation, or other).
  - ii. If an Offeror is owned or controlled by a parent company, the name, main office address, and parent company’s tax identification number shall be provided in the proposal.
- b. State why your firm is well qualified to provide the requested services to the Town, including the size of the firm, size of the team assigned to the Town, years in business, and the location of the office(s) from which this work will be performed.
- c. Provide copies of all state, county, and local licenses and/or certificates to verify your firm’s qualifications in maintenance, repair, and installation.
- d. Provide specific descriptions of your experience with similar construction projects; include at least three (3) references with contact information.

### **2. PROJECT TEAM:**

- a. Provide a brief resume or summary of the designated Project manager’s qualifications, certifications and experience specific to the scope submitted in the proposal.
- b. State the number of projects that will be concurrently overseen by the manager in the stated timeframe.

**3. TECHNICAL SOLUTION/EQUIPMENT:**

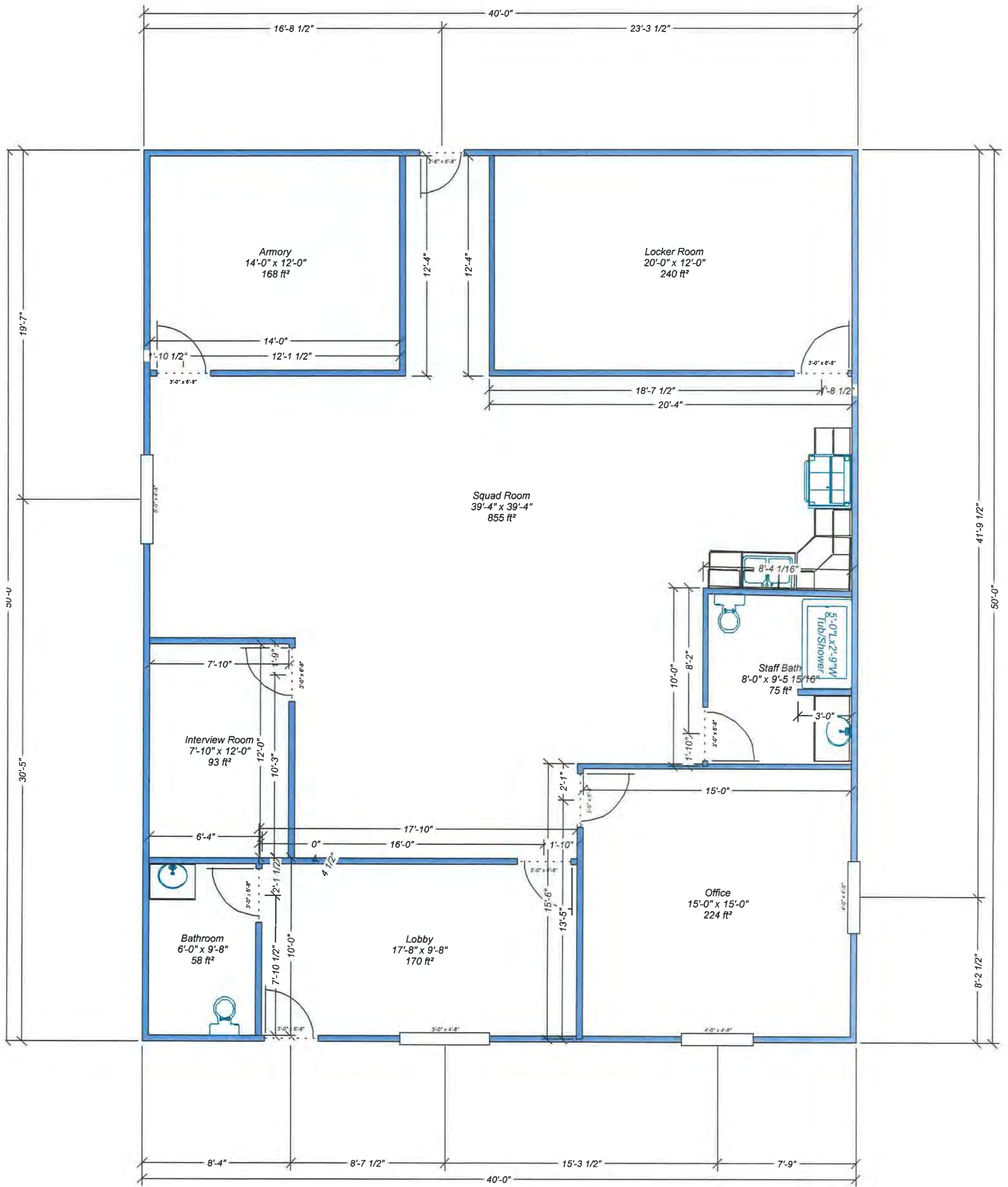
- a. Confirm your adherence to the Scope of Work and provide details of how you plan to meet the Town's needs. Describe the tools, strategies, equipment, and resources you would use to complete our project and service our account both on a routine and on an emergency basis.
- b. A preliminary Work Plan must be submitted with your proposal.

**4. DEMONSTRATED PAST PERFORMANCE WITH TOWN**

**5. VALUE ADDED OFFERINGS**

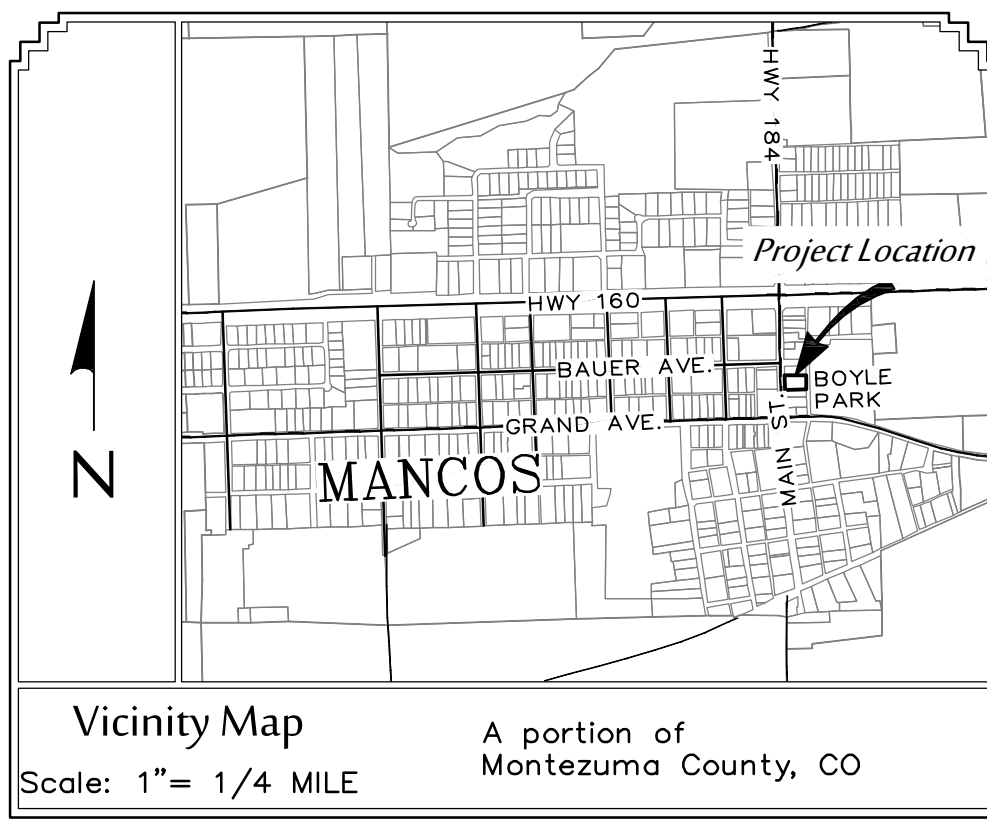
**6. PRICING**

Attachment B





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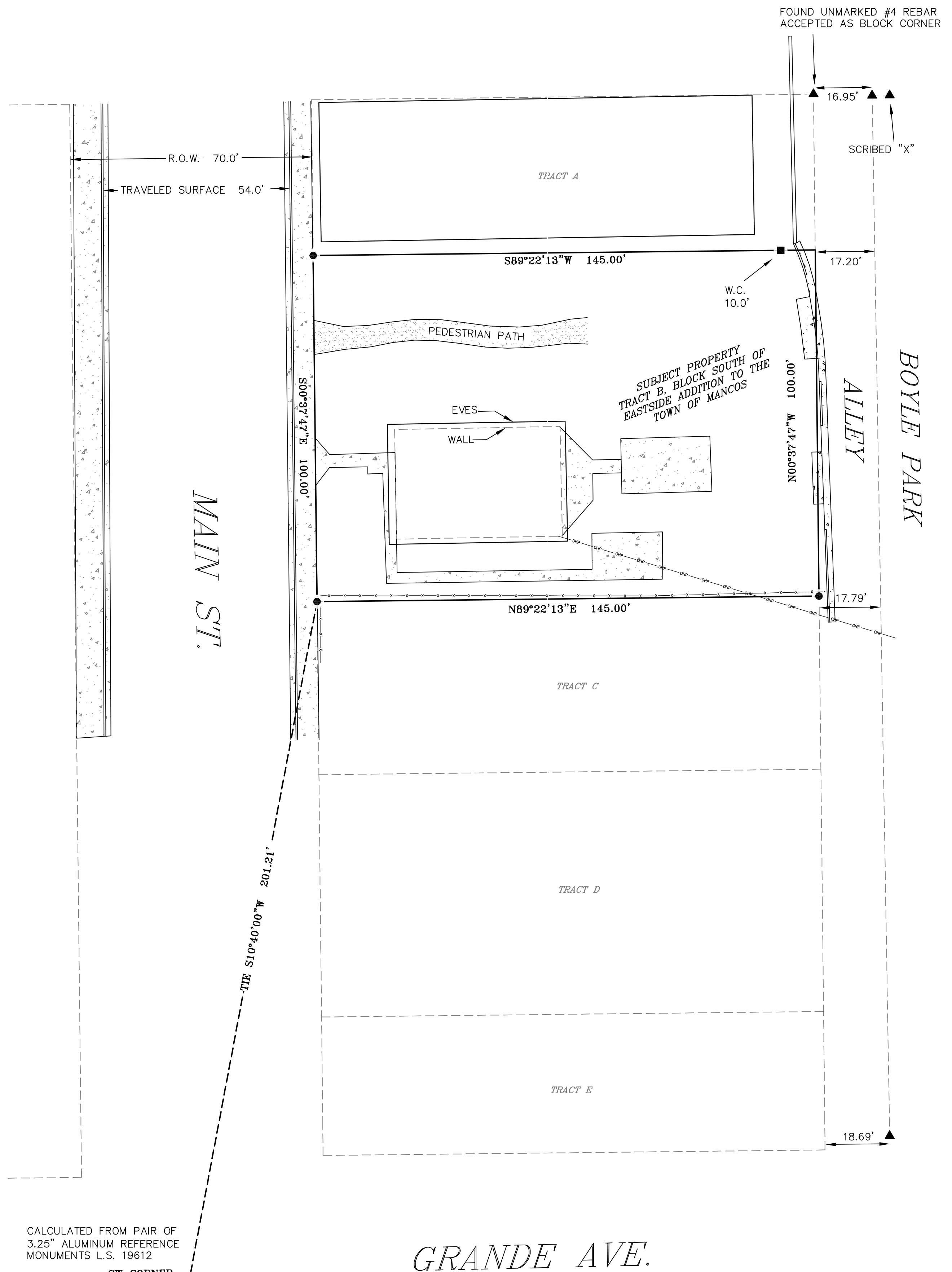


## RESULTS OF SURVEY TRACT B, LYING SOUTH OF BLOCK 1, EASTSIDE ADDITION TO THE TOWN OF MANCOS JANUARY, 2021 LOCATED IN THE NW/4SE/4 SECTION 28, TOWNSHIP 36 NORTH, RANGE 13 WEST, NEW MEXICO PRINCIPLE MERIDIAN, MONTEZUMA COUNTY, COLORADO

### PLAT NOTES

- 1) According to the laws of the State of Colorado, any legal action based on any defect in this survey must commence within three (3) years after such defect was first discovered. In no event may any legal action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.
- 2) Research for recorded easements and Rights of Way was not conducted by Survey Standard LLC, and this property may be subject to the easements, rights and restrictions as listed in a current Title Commitment/Policy.
- 3) Existing fence lines may have been accepted as boundary lines by previous owners. Adjainers should be consulted before relocating fences.
- 4) The Historic Location of the SW Corner NW/4SE/4 Section 28 at the time of the creation of the tracts has been obliterated.
- 5) The Position for the SW Corner NW/4SE/4 Section 28 does not agree with East Side Addition to the Town of Mancos, Plat Book 1 Page 32, and also does not agree with evidence found to establish the boundary of Tract B. This position was not used to establish any boundaries.
- 6) Boundaries based on found #4 bar at the NE Corner of Block lying South of East Side Addition to the Town of Mancos per the plat recorded under Plat Book 9 at Page 54, January 1960. Sidewalks, fences, and building lines on Tracts D-E also used as control for this survey.

BAUER AVE.



LEGEND	
▲	FOUND A 1.5" ALUMINUM CAP L.S. 19612 (UNLESS OTHERWISE NOTED HEREON)
●	SET A 1" PLASTIC CAP ON A #4 REBAR 18 INCHES IN LENGTH L.S. 38411
■	SET A 1.5" ALUMINUM CAP ON A #4 REBAR 18" IN LENGTH L.S. 38411 WITNESS CORNER
⊙	FOUND ALIQUOT POSITION AS DESCRIBED HEREON
—o—	OVERHEAD POWER-LINE
—x—	FENCE

The bearings on this plat are referenced by the West line of the SW/4SE/4 of Section 28, T.36N., R.13W., N.M.P.M. The South end of said line being monumented by a #6 bar with references and The North end of said line monumented by 2 standard 3/4" aluminum monuments L.S. 19612 dated 2019.

Bearings are based on GPS observations.  
Assumed WGS84 (geodetic) Reference Bearing = N00°22'17"E (2678.8")  
Unit of Measurement = US SURVEY FOOT

### SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, William Brian McLaughlin do hereby certify that I (or under my direct supervision) prepared this plat from field notes and an actual and accurate survey of the land in question and that the same is true and correct to the best of my knowledge and belief. This plat is in accordance with applicable standards of Professional Land Survey Practice in the State of Colorado. This statement is not a guaranty nor a warranty, neither expressed nor implied.

WILLIAM BRIAN MCLAUGHLIN COLORADO PROFESSIONAL LAND SURVEYOR 38411

DATE \_\_\_\_\_

CALCULATED FROM PAIR OF 3.25" ALUMINUM REFERENCE MONUMENTS L.S. 19612

SW CORNER NW/4SE/4 SECTION 28

BASIS OF BEARING S00°39'27"E 1337.75'

S 1/4 CORNER SECTION 28

FOUND #6 REBAR WITH REFERENCES

SURVEY STANDARD LLC		RESULTS OF SURVEY		SHEET <b>1</b> OF <b>1</b>
DOVE CREEK TELLURIDE DOLORES RICO CORTEZ MANCOS DURANGO 25 N. MADISON ST. CORTEZ, COLORADO (81321) PHONE: (970)565-2480 EMAIL: brian@4corners-survey.com		TRACT B, LYING SOUTH OF BLOCK 1, EASTSIDE ADDITION TO THE TOWN OF MANCOS LOCATED IN THE NW/4SE/4 SECTION 28, TOWNSHIP 36 NORTH, RANGE 13 WEST, NEW MEXICO PRINCIPLE MERIDIAN, MONTEZUMA COUNTY, COLORADO FILE: SS 2021-01-TOM05 DIRECTED BY: DONNA (TOWN OF MANCOS) PREPARED BY: BRIAN 01-19-2021		

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## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 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:

See Appendix A

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:

- \_\_\_\_\_

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 (1/4<sup>th</sup> 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 \_\_\_\_\_, 20\_\_.

Town of Mancos, CO

\_\_\_\_\_

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date