

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Tuesday, February 4, 2020 at 5:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF MINUTES** –January 6, 2020.
 - B. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$124,328.43.
- VI. CITIZEN COMMENTS**
- VII. UNFINISHED BUSINESS**
 - A.** Other Discussion Items
- VIII. NEW BUSINESS**
 - A.** Should the Board Approve Adoption of Resolution No. 3, Series 2020, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONTRACT WITH SCHLOSSER SIGNS FOR THE MONUMENT SIGN PROJECT.”?**
 - B.** Should the Board Approve a Contract to sell 525 Hathaway Street to the South Park Health Service District?
- IX. BOARD OF TRUSTEE AND STAFF REPORTS**
- X. ADJOURNMENT**

Upcoming Meetings/Important Dates

Presidents Day (Board of Trustees Meeting Cancelled)	February 17, 2020
Mountain Mardi Gras Celebration	February 22, 2020
Regularly Scheduled Meeting of the Board of Trustees	March 2, 2020
Regularly Scheduled Meeting of the Board of Trustees	March 16, 2020

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Monday, February 3, 2020.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Tina Darrah, Town Administrator/Clerk

RE: Resolution No. 3 - Contract for Monument Sign Project

DATE: January 30, 2020

We received the final bid from Schlosser Signs for the Monument Sign over the weekend. It is included in this packet, with the contract and an approving resolution. We are pleased by the number as it is much lower than originally estimated. We will still need to bid out certain landscaping portions of the project that Jim will speak to at the meeting. I have spoken to Greg Winkler about our grant and the possibility of changing the scope of the project to include other aspects of Phase One – such as the parking lot and access road. Once we have those bids back, we will be able to adjust the project and grant accordingly.

Staff recommends approval of Resolution No. 3. This will require a motion, second and roll call vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 3

Series of 2020

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A CONTRACT WITH SCHLOSSER SIGNS FOR THE MONUMENT SIGN PROJECT.

WHEREAS, the Board of Trustees for the Town of Fairplay, Colorado, has completed the necessary master planning for the Fairplay River Park Project, and;

WHEREAS, the Town of Fairplay will begin construction on the first phase of the Fairplay River Park Project Master Plan in 2020, and;

WHEREAS, this first phase includes the construction of a “Fairplay Monument Sign” at the intersection of Highways 9 and 285, and;

WHEREAS, the Town had contracted with DHM Design for the design of the monument sign, and;

WHEREAS, the Town of Fairplay solicited proposals for the construction of the monument sign and received several proposals from interested companies, and;

WHEREAS, the proposal received from Schlosser Signs for \$171,242 was deemed to be the most reasonable, and;

WHEREAS, and the Board of Trustees desires to enter into a contract with Schlosser Signs for the construction of the monument sign for the cost of \$171,242.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that the Mayor is authorized to enter into this contract between the Town of Fairplay and Schlosser Signs as described in the proposal, attached hereto, and to execute same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 4th day of February, 2020.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk



PROPOSAL

Proposal #: 22727

Proposal Date: 01/31/20
Customer #: 4454
Salesperson: Beau Nelson
Page: 1 of 5

SOLD TO:	JOB LOCATION:
FAIRPLAY 901 9th St Fairplay CO 80209	FAIRPLAY 901 9TH ST FAIRPLAY CO 80209

Schlosser Signs, Inc. (HEREINAFTER CALLED "SCHLOSSER") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #20037-A Fabricate and install (1) freestanding town entrance sign. This line includes all lettering, internal illumination as well as all silhouettes. FAIRPLAY lettering at 5'tall, Total of 5 silhouettes, (4) Burros and (1) miner. Quote also includes Established in 1859 signage mounted to masonry wall.	\$59,973.00	\$59,973.00
1	QUOTE #20037-B-R1 Fabricate and install all footers, concrete, and rock masonry for signage mounting. Cost includes excavation, as well as all materiel needed to set concrete footers. This also includes the Rock veneer under the Fairplay Letterset.	\$95,220.00	\$95,220.00
1	QUOTE #20037-C Line item for electrical run from meter to signage. Includes all piping of electrical to the signage as well as conduit runs to the floodlights in front of signage. Cost includes floodlights directly in front of signage as well as install. Electrical meter placement and install also included.	\$15,000.00	\$15,000.00
1	QUOTE #20037-W SURVEY	\$550.00	\$550.00
1	QUOTE #20037-X Permit Acquisiton	\$499.00	\$499.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$171,242.00

TERMS: 50.0% DOWN PAYMENT, BALANCE DUE ON COMPLETION

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, BONDS, ENGINEERING, TAXES, OR FEES UNLESS SPECIFICALLY STATED.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



3597 Draft Horse Court • Loveland, CO 80538
Phone 970-593-1334 • Fax 970-593-0443
www.schlossersigns.com • info@schlossersigns.com

PROPOSAL

Proposal #: 22727

Proposal Date: 01/31/20
Customer #: 4454
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NOTICE: Schlosser Signs will only be holding pricing on steel and aluminum components for 15 days due to volatility caused by material tariffs. Proposals may be revised.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE PROPOSAL AMOUNT TO BE PAID BY THE PURCHASER.

GENERAL: Unless initiated by both parties, any changes to this Agreement shall not apply. The project scope will not be reduced without written mutual agreement. Activities often cannot be fully defined during initial planning. Where project scope is expanded by CLIENT/Owner (or agent), or if as project progresses, changes in anticipated scope become apparent, SCHLOSSER will inform the CLIENT so that changes in scope can be negotiated as required, and CLIENT will be responsible for payment for services resulting there from.

No statement made by SCHLOSSER account executive(s) shall be binding unless incorporated herein in writing. Although the Agreement may be signed by SCHLOSSER account executive(s), this Agreement shall not be binding upon SCHLOSSER for any purpose until an executive officer or another authorized agent of SCHLOSSER accepts this Agreement for SCHLOSSER by providing written signature evidencing such acceptance.

All designs and artwork provided by SCHLOSSER shall remain the sole property of SCHLOSSER. CLIENT'S use of such designs and artwork or any facsimile thereof, beyond their inclusion in the work, is prohibited without SCHLOSSER'S prior written consent. SCHLOSSER, at its discretion may utilize images of the work in its publication and advertising.

STANDARD OF CARE/PRACTICE: Services provided by SCHLOSSER under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the vicinity of the project. SCHLOSSER shall put forth reasonable professional efforts to comply with codes, regulations and laws in effect as of the date of execution of this Agreement, SCHLOSSER shall not be required to sign any documents, no matter by whom requested, that would result in SCHLOSSER having to certify, guarantee or warrant the existence of conditions whose existence SCHLOSSER cannot ascertain. The CLIENT agrees not to make resolution of any dispute with SCHLOSSER or payment of any amount due SCHLOSSER in any way contingent upon SCHLOSSER signing any certification.

ACCESS: Unless otherwise stated, SCHLOSSER will have access to the site for activities necessary for the performance of services. SCHLOSSER will take precautions to minimize damage due to these activities, but shall not be responsible for the correction or repair or any damage unless so specified in writing as a part of this Agreement. Each type of work covered by this Agreement shall be performed in a single, continuous operation that will require only one mobilization, unless otherwise stated herein. Variance from the above condition shall be considered changes to the work.

PAYMENTS: SCHLOSSER will bill the CLIENT monthly or as otherwise determined applicable, as work progresses. Invoice amounts are due and payable in full upon receipt of the invoice. Accounts unpaid after said terms shall be in default and shall be subject to a default or late payment charge computed at the rate of one and one-half percent (1½%) per month, based on the unpaid balance of the account dating from the invoice date, and accrued and compounded monthly. Any invoice unchallenged within 10 days from date of invoice shall be considered reviewed and accepted by CLIENT. Payments on account in default shall be first applied to interest owed. For any CLIENT, whose account is in default, if the invoice is not paid within 30 days, SCHLOSSER may terminate service without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT. Materials and information relating to such work will not be released. SCHLOSSER will not be responsible for any penalty, damages, or hardship that may result from such suspension of work. Accounts remaining unpaid for a period of thirty (30) days after the invoice date will be subject to a mechanics lien and collection action by any legal action deemed appropriate. The expense of collection, including attorney's fees, SCHLOSSER'S personnel time, and/or collection service fees used in the pursuit of collection shall be paid by CLIENT and added to accounts in default. Retainers shall be credited on the final invoice.

A late charge of 18% annually may be assessed for invoices not paid within terms. Failure to pay in a timely manner may result in Schlosser voiding the available warranty for parts and labor. Any disputes should be reported within 10 days of the receipt of this invoice or all charges are deemed acceptable by the client. In the event of nonpayment, the client will be responsible for collection and attorney fees incurred in collection efforts.

GOVERNMENTAL PERMITS: CLIENT is responsible for obtaining such authorization and/or permits as may be required by state, local, or federal governmental authorities, at CLIENT'S expense. SCHLOSSER agree at CLIENT'S request, to act as CLIENT'S agent in obtaining such permits, but shall not be responsible for failure of such governmental authorities to issue permits and subsequent revocation thereof for any reason not attributable to negligence of SCHLOSSER shall be in addition to the agreed contract price.

Permits will be billed at cost plus staff time required for permit acquisition. These fees are not included in the contract price, unless otherwise specified in writing. This applies to road and sidewalk closures, engineering, procurement, actual, administrative fees, and final inspections.

INDEMNIFICATION: SCHLOSSER agrees, to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from any damage, SCHLOSSER SIGNS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her sub consultants or anyone for whom SCHLOSSER is legally liable. CLIENT agrees to the fullest extent permitted by law, to indemnify and hold SCHLOSSER harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by CLIENT'S negligent acts, errors or omissions and those of his or her subcontractors or consultants or anyone for whom CLIENT is legally liable, and arising from the project that is the subject of this Agreement. SCHLOSSER is not obligated to indemnify CLIENT in any manner whatsoever for CLIENT'S own negligence.

RISK: In recognition of the relative risks, rewards and benefits of this project to both the CLIENT and SCHLOSSER, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, SCHLOSSER'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes shall not exceed ten times the proposal amount up to an aggregate amount of \$50,000.00 or SCHLOSSER'S total fee for services rendered on this project, whichever is greater. Such causes include, but are not limited to, SCHLOSSER SIGNS' negligence, errors, omissions, strict liability, breach of contract or breach of warranty. The above allocation shall be construed to include only portions of total fee structure applicable to those services provided in areas of specific claim. In the event of any claim, CLIENT agrees to make claim against the corporation only and not against any individual.

TERMINATION: Either CLIENT or SCHLOSSER may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. CLIENT shall reimburse SCHLOSSER for all expenses reasonably incurred by SCHLOSSER in connection with termination of this Agreement, including but not limited to demobilization, reassignment of personnel, purchased materials and/or services, and space and equipment costs.

ASSIGNMENT: CLIENT shall not assign this Agreement without the written consent of SCHLOSSER. This Agreement shall extend to and be binding upon the respective heirs, personal representatives, successors, and assigns of the parties hereto.

TIME LINES OF PERFORMANCE: SCHLOSSER will perform services with due and reasonable diligence consistent with sound professional practices. This Agreement is based on an orderly and continuous progression of the project. The schedule is based upon a reasonable estimate of time to perform the work and does not include allowances for review or approval time for CLIENT and others.

FABRICATION INTERRUPTIONS: If, after fabrication of display is commenced, SCHLOSSER shall cease or extend scheduled fabrication of display at the request of CLIENT or by reason of any act or omission of CLIENT, then CLIENT, in addition to all its other obligations under this Agreement, shall be responsible for all of SCHLOSSER'S costs and expenses thereby resulting and for all additional costs and expenses incurred upon commencement of fabrication including, without limited the foregoing, increased labor and material cost incurred by SCHLOSSER in completion of fabrication. Any cessation or extension of scheduled fabrication requested by CLIENT shall be in the sole discretion of SCHLOSSER and shall not relieve CLIENT of any of its obligations under this Agreement.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



PROPOSAL

Proposal #: 22727

Proposal Date: 01/31/20
Customer #: 4454
Salesperson: Beau Nelson
Page: 3 of 5

THIRD PARTY EQUIPMENT: SCHLOSSER is not responsible for the operations or conditions of third party equipment.

SITE DAMAGE AND SPECIAL REQUIREMENTS: SCHLOSSER is not an Exterior Insulation and Finish System "EIFS" contractor, and if SCHLOSSER'S responsibilities hereunder involve penetration of EIFS, SCHLOSSER will seal such penetrations with products and procedures that are common in the sign industry-but which may not meet EIFS warranty requirements. SCHLOSSER shall thereafter have no responsibility for damage resulting from penetrations.

CLIENTS' SPECIAL DUTIES: CLIENT must obtain, warrant, and maintain for SCHLOSSER full rights of access, ingress, and egress, to safely perform the work on the premises for which the work was ordered, and to disconnect, render unusable, and/or remove the same, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass.

In no event will SCHLOSSER be responsible for the adequacy or condition of primary power wiring and/or circuits. CLIENT agrees to indemnify SCHLOSSER against and hold SCHLOSSER harmless from damage or expense resulting from a breach of this provision. At CLIENT'S own expense, CLIENT must furnish and maintain power lines and electrical controls of suitable capacity necessary for the consummation of the work, and shall install the same as designated by SCHLOSSER SIGNS ready and in place for connection to the materials at the intended time of installation, if applicable. CLIENT must pay for all charges for electrical service, and shall provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the materials will be installed, or which will be utilized by SCHLOSSER in the installation or access thereof, if applicable.

SCHLOSSER SIGNS does not provide unlimited design work. After an initial design is presented to the CLIENT, SCHLOSSER will provide up to (4) four design revisions as part of their proposal. After that time, SCHLOSSER SIGNS may require that future revisions are done on a time and materials basis. This applies to both pre-and post-sale design work.

SCHLOSSER will provide a proposed project duration schedule as necessary. This will address the anticipated time for completion of the project, as well as the project milestones. The CLIENT will be responsible to provide the items necessary to keep the project on track. This could include but is not limited to permitting documents, color approvals, design and test approval, engineering, deposit, or progress payments. SCHLOSSER will not be responsible to maintain the agreed upon delivery date due to excessive delays from CLIENT.

LANDSCAPING AND EXCAVATION: During excavation and installation, some naturally occurring damage to landscaping, lots, and areas surrounding the work site is expected and should be anticipated, SCHLOSSER will take reasonable steps to minimize the damage. Delays due to deteriorating ground conditions as a result of weather may occur.

If the work involves installation of materials, additional work beyond that contemplated herein, will be required if SCHLOSSER encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, hardpan, rock, unusual soil conditions, utilities, or pipelines. The CLIENT must compensate SCHLOSSER for additional work on a time and material basis at SCHLOSSER'S standard rates. Additional work shall be confirmed and executed through a change order. SCHLOSSER is not responsible for delays resulting from the discovery of such conditions, or delays resulting from the normal process of getting said change orders approved and processed. SCHLOSSER shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstruction unless notified of them in writing prior to commencement of the work. Absent such written notification, CLIENT must pay for any resulting damage.

When contracted to perform excavation for foundation, whether permanent, temporary, or exploratory, the company will coordinate public line locates with Digsafe. Location of private utilities is the sole responsibility of the CLIENT.

ENGINEERING: If engineered drawings are obtained by or provided to SCHLOSSER after initial acceptance of a SCHLOSSER proposal, or after issuance of a purchase order by the CLIENT, SCHLOSSER may review the drawings for changes to the original concept and any changes to the original drawings to which the bid was based may require additional change orders for additional time or material to complete the project. During the quoting phase of the project, some assumptions as determined expedient by SCHLOSSER will be made as to the construction and installation method for the product. If a different method is identified either by SCHLOSSER'S or CLIENT'S engineer, a change in price to account for the changes may be necessary and result in change order required.

ACCEPTANCE: Acceptance of proposal is also acceptance of all additional provisions listed herein.

CLIENT must carefully inspect the work within (10) ten calendar days after delivery. If the work does not meet the written requirements as described in the Agreement, or if the work has any defect in manufacture, installation, or operation, CLIENT must give SCHLOSSER written notice of the nonconformance or defect claimed within (10) ten calendar days. Absence of such written notice shall be conclusive evidence that the work is acceptable to CLIENT as delivered.

ELECTRICAL SERVICE: CLIENT shall provide, at its own cost, electrical service and feed wires at the site of any sign installation in advance of the installation date. Said electrical service and feed wires shall conform to all applicable governmental building and electrical codes. CLIENT shall be responsible and pay for all electricity used or needed by the sign.

CLIENT shall bring feed wires of suitable capacity and approved type to all locations of transformers in or at the display, and shall be responsible for the supply thereof, at the time of installation. Electrical must be furnished to the base of freestanding signs. SCHLOSSER SIGNS is to establish electrical requirements and CLIENT is to supply primary electrical services to the signage.

SCHLOSSER SIGNS does not provide IT services to CLIENT.

AUTHORIZATION: The CLIENT represents that he/they are the owners of the premises on which the proposed work is to be done or that he/they are the authorized representatives of the owner and that the owner's permission and authority is hereby granted to SCHLOSSER to perform such work on the subject premises. CLIENT shall be responsible for obtaining the permission of the landlord or owner of the premises for installation of the sign or changes in any existing sign. SCHLOSSER will, if requested by CLIENT, assist in obtaining such permission, but shall be in no way responsible for landlord's refusal to permit installation of the sign or a subsequent revocation of such permission.

REPOSSESSION: If CLIENT fails to make any payment when due or otherwise default in any of its obligations in this Agreement, SCHLOSSER SIGNS may terminate this Agreement and may (but is not obligated to) repossess the materials or any component(s) thereof, without resort to judicial process, and without liability for trespass. SCHLOSSER'S right of repossession includes the right to remove the materials, and also to disconnect or otherwise render the materials unusable. Repossession is not an acceptance of CLIENT'S surrender of the materials, and shall not require patching, painting, touch up, etc. afterwards. The work is of special construction, made for CLIENT'S use and no other, except as used by the CLIENT, the work may have no value. SCHLOSSER'S rights of termination and repossession shall be in addition to and not as an alternative to SCHLOSSER'S right to any other remedies herein and any other remedy available at law or in equity. SCHLOSSER is not responsible for any damage caused to the CLIENT'S property due to the repossession of signage.

LIMITED WARRANTY: Subject to the terms of this paragraph, SCHLOSSER hereby warrants the work performed by it from and against defects in materials and workmanship for a period of one year from the date of completion of the work unless specifically agreed otherwise elsewhere in the Agreement, or in a separate written Agreement signed by the CLIENT and SCHLOSSER. Limited Warranty shall not apply to incandescent and fluorescent lamps, as they are never guaranteed. Damages from circumstances outside of the control of SCHLOSSER, including but not limited to acts of God, are not considered part of the warranty guarantee.

CHANGES TO THE WORK: Any modification of this Agreement or additional obligations assumed by the other party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party. These changes shall be designated as change orders. SCHLOSSER shall not be considered in breach of this Agreement by failing to perform on an unexecuted change order. Additional charges may be made for added or changed work items or for changed work conditions.

ARBITRATION: In the event a dispute of any kind or nature arises under this Agreement, or matters related to this Agreement, both parties shall negotiate in good faith in an effort to resolve the dispute. If the dispute is not resolved following good faith negotiations, the parties shall select a mutually agreeable arbitrator and submit the dispute to such arbitrator for binding arbitration in Loveland, Colorado under the commercial arbitration rules of the American Arbitration Association. In the event the parties are unable to agree upon an arbitrator shall be appointed in accordance with the rules and procedures of the American Arbitration Association. The cost of any arbitration proceedings shall be paid by the non-prevailing party, as determined by the arbitrator, who shall also award reasonable attorney's fees to the prevailing party. The award of the arbitrator may be enforced in a court of competent jurisdiction.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



PROPOSAL

Proposal #: 22727

Proposal Date: 01/31/20
Customer #: 4454
Salesperson: Beau Nelson
Page: 4 of 5

JURISDICTION: This Agreement shall be governed by the laws of the State of Colorado. The CLIENT agrees and consents to be bound by the choice of SCHLOSSER SIGNS to file suit for enforcement of this Agreement in Larimer County, State of Colorado courts.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

AUTHORIZED SIGNATURE OF BUYER: _____ TITLE: _____

PRINT NAME OF AUTHORIZED BUYER: _____ DATE: _____

ACCOUNT EXECUTIVE SIGNATURE: _____ DATE: _____

ACCEPTED BY CORPORATION: _____ TITLE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



DEPOSIT INVOICE

Invoice #: DP22727

Inv Date: 01/31/20
Customer #: 4454
Salesperson: Beau Nelson
Page: 5 of 5

SOLD TO:	JOB LOCATION:
FAIRPLAY 901 9th St Fairplay CO 80209	FAIRPLAY 901 9TH ST FAIRPLAY CO 80209

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
		Beau Nelson	10/14/19	50.0% Due Upon Receipt	04/01/20

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #20037-A Fabricate and install (1) freestanding town entrance sign. This line includes all lettering, internal illumination as well as all silhouettes. FAIRPLAY letting at 5'tall, Total of 5 silhouettes, (4) Burros and (1) miner. Quote also includes Established in 1859 signage mounted to masonry wall.	\$59,973.00	\$59,973.00
1	QUOTE #20037-B-R1 Fabricate and install all footers, concrete, and rock masonry for signage mounting. Cost includes excavation, as well as all materiel needed to set concrete footers. This also includes the Rock veneer under the Fairplay Letterset.	\$95,220.00	\$95,220.00
1	QUOTE #20037-C Line item for electrical run from meter to signage. Includes all piping of electrical to the signage as well as conduit runs to the floodlights in front of signage. Cost includes floodlights directly in front of signage as well as install. Electrical meter placement and install also included.	\$15,000.00	\$15,000.00
1	QUOTE #20037-W SURVEY	\$550.00	\$550.00
1	QUOTE #20037-X Permit Acquisiton	\$499.00	\$499.00
TOTAL PROPOSAL AMOUNT			\$171,242.00
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			

PLEASE PAY THIS DEPOSIT AMOUNT:	\$85,621.00
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**TOWN OF FAIRPLAY
CONSTRUCTION AGREEMENT
BID #2020-3**

THIS CONSTRUCTION AGREEMENT is made and entered into this 4 day of February, 2020, by and between the TOWN OF FAIRPLAY, a Colorado municipal corporation (the "Town"), and Schlosser Signs, Inc. ("Contractor").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Construction Agreement hereby agree as follows:

1. Contractor shall perform the work necessary to complete the following described project (the "Project"), in accordance with this Agreement and the Contract Documents, attached hereto and incorporated herein by this reference:

Project Title: 2020 Monument Sign

Project Number: 2020-3_____

Project Description: Monument Sign

2. Contractor shall furnish all of the material, supplies, tools, equipment, labor supervision and other services necessary for the completion of the Project except as described herein.

3. Contractor shall commence the Work required by the Contract Documents, and certificate of insurance within 14 days after the date of the Notice to Proceed, and shall complete the Work by August 31, 2020, unless the period for completion is extended otherwise by the Contract Documents.

4. The Town agrees to pay Contractor, subject to all of the terms and conditions of this Construction Agreement and the Contract Documents for the Work described, an amount not to exceed One Hundred Seventy One Thousand Two Hundred Forty Two dollars (\$171,242.00).

5. The term "Contract Documents" means and includes all items as set forth in Section 1.01 of the General Conditions.

6. The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Construction Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the parties

hereto as of the date first above written, whether or not the date of signing is some other date.

TOWN OF FAIRPLAY

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

APPROVED AS TO FORM:

Paul Wisor, Town Attorney

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____
day of _____, 20____ by _____, as _____
of _____.

My commission expires:

(SEAL)

Notary Public

**GENERAL CONDITIONS
BID 2020-3**

PART 1. CONTENTS AND DEFINITIONS

1.01 CONTRACT DOCUMENTS:

The Contract comprises the following documents, including all additions, deletions and modifications incorporated therein before the execution of the Contract.

- A. Advertisement for Bids; Cover Letter.
- B. Invitation to Bid; Instructions to Bidders.
- C. Bid Form; Bid Summary.
- D. Bid Schedule. **(Not Used)**
- E. Construction Agreement.
- F. General Conditions.
- G. Special Conditions. **(Not Used)**
- H. Technical Specifications
- I. Notice of Award.
- J. Notice to Proceed.
- K. Payment Bond.
- L. Performance Bond.
- M. Drawings.
- N. Addenda numbers ____ to ____
- O. Documentation submitted by Contractor prior to Notice to Award.
- P. Modifications prior to the execution of the Contract.
- Q. Payment Submittal Schedule. **(Not Used)**
- R. Sample AIA Document G702.
- S. Sample AIA Document G703.
- T. Sample Transmittal/Change Order.

1.02 CHANGE ORDER:

A written order to Contractor by the Town authorizing an addition, deletion or revision in the work, or an adjustment in the Contract Price or the contract time issued after execution of the agreement.

1.03 TOWN:

The Town of Fairplay, Colorado.

1.04 CONTRACT:

The entire written agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the work materials therefore.

1.05 CONTRACT PRICE:

The amount set forth in paragraph 4 of the Construction Agreement.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.07 PROJECT MANAGER:

The Town's duly authorized representative in charge of the Project.

1.08 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, but does not include one who merely furnishes material.

1.09 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended; or if there be no such certification, the date when final payment is due in accordance with approval of final payment.

1.10 WORK:

All the work specified, indicated, shown or contemplated in the Contract to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

1.11 WRITTEN NOTICE:

Any written notices required herein shall be delivered in person, by facsimile, or by mailing by first class mail, postage fully prepaid, addressed as follows:

To the Town: Jim Brown
P.O. Box 267
Fairplay, CO 80440
jbrown@fairplayco.us

To Contractor: Beau Nelson
3597 Draft Horse Court
Loveland, Co 80538

PART 2. COMMENCEMENT AND COMPLETION OF WORK

2.01 COMMENCEMENT OF WORK:

Contractor shall advise the Town at least 2 weeks prior to beginning the work.

2.02 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.03 SUBSTANTIAL COMPLETION:

The Work shall be substantially completed by August 31, 2020. The Work shall be substantially completed when the Town occupies or takes possession of all or substantially all of the Work, or when the Town may occupy or take possession of all or substantially all of the Work and put it to beneficial use for its intended purposes. The Town and Contractor agree that the Town will suffer financial loss if the Work is not substantially completed within the time specified above, and recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual losses suffered by the Town if the Work is not substantially completed within the time specified above.

2.04 FINAL COMPLETION:

The Work shall be completed within five (5) days from the date of Substantial Completion.

2.05 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the time for completion. All changes shall be authorized by a written Change Order. The Change Order shall include appropriate changes in the Contract and the time for completion. The Work shall be changed and the Contract Price and completion time shall be modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced.

2.06 CONTRACTOR'S DUTY TO INSPECT:

Contractor shall inspect all Contract Documents, tests and reports, if any, including as applicable, soil tests and engineering tests, and shall conduct a site or field review prior to bidding on the work. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

2.07 DELAYS AND EXTENSIONS OF TIME:

If Contractor is delayed in the progress of the Work by changes ordered in the work, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, unavoidable casualties, or any other causes beyond Contractor's control, the time for substantial completion and for completion shall be extended by change order for a reasonable period of time. Any claim for extension of time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such claim shall contain an estimate of the probable effect of such delay on the progress of the Work. In the event of any such delay, Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of such delay.

2.08 NO DAMAGES FOR DELAY:

In strict accordance with C.R.S. § 24-91-103.5, the Town shall not amend the Contract Price to provide for additional compensation for any delays in performance which are not the result of acts or omissions within the control of the Town or persons acting on behalf of the Town. The Town shall extend the time of performance, however, to correspond to the length of any delay suffered by Contractor due to activities or circumstances which are unforeseen or unforeseeable in the construction industry, and so long as such delay is not attributed or attributable to Contractor's acts or omissions, or those of any person or entity or subcontractor controlled or selected and contracted for by Contractor.

PART 3. RIGHTS AND RESPONSIBILITIES

3.01 TOWN'S RESPONSIBILITY:

All Work shall be done under the general supervision of the Project Manager, or his or her designee, including any inspector(s) employed or retained by the Town and identified as such to Contractor by the Project Manager.

3.02 CONTRACTOR'S RESPONSIBILITIES:

(A) INSPECTION/SUPERVISION OF WORK:

Contractor shall be responsible for the completion of all construction pursuant to this Contract in a timely and workmanlike manner and in accordance with the terms and specifications incorporated herein, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all work. Contractor shall supervise and direct the Work and give it all attention necessary for such proper supervision and direction. Contractor shall be required to provide a supervisor on site at all times when Contractor or any subcontractor is performing Work on the Project site.

(B) RESPONSIBILITY FOR EMPLOYEES AND SUBCONTRACTORS:

Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall

not be construed as creating any contractual relation between any subcontractor and the Town.

(C) LABOR AND MATERIALS FURNISHED BY CONTRACTOR:

Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

(D) USE OF COLORADO MATERIALS:

In all purchases of supplies, materials and provisions to be incorporated or otherwise used by Contractor in the Work, Contractor shall use supplies, materials and provisions produced, manufactured or grown in Colorado if such supplies, materials and provisions are not of inferior quality to those offered by competitors outside of Colorado.

(E) DISCIPLINE OF EMPLOYEES:

Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

(F) EMPLOYMENT PRACTICES:

While engaged in the performance of the work herein contracted, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

(G) CLEANUP:

Contractor shall keep the Project site and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish on a daily basis during construction of the Project, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site, including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Within five (5) days of delivery to Contractor of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

(H) PAYMENT OF ROYALTIES AND LICENSE FEES

Contractor agrees to pay all royalties and license fees necessary for the Work, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

(I) PAYMENT OF TAXES, PROCUREMENT OF LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Work, except the Town of Fairplay Sales Tax, for purchases within the Town. Contractor shall obtain a Town tax exempt number for the sales tax exemption. Contractor shall procure all permits and licenses necessary for the prosecution of the Work.

(J) FURNISHING OF SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings for the Project Manager's review and approval as to conformity with the Contract Documents and the design concepts called for therein. The Work shall be in accordance with the approved samples and drawings.

(K) COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders of all public authorities in any manner relating to the Work. If any provisions of the Contract Documents are at variance therewith, Contractor shall notify the Project Manager promptly.

(L) SUBCONTRACTORS:

Contractor shall furnish to the Project Manager at the time this Contract is executed, a list of names of subcontractors to whom Contractor proposes to award the principal portions of the work to be subcontracted by Contractor. A subcontractor, for the purposes of this Contract, shall be a person with whom Contractor has a direct contract for work at the project site. Contractor shall not employ a subcontractor to whose employment the Town reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment he reasonably objects. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate in them the relevant provisions of this Contract.

(M) CORRECTIVE WORK DURING COURSE OF CONSTRUCTION:

When, during the course of the Project, the Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrective work shall be accomplished within the time period required by the Project Manager. Failure to complete such required corrective work within the time period required by the Project Manager shall constitute a breach of the Contract.

(N) SAFETY PRECAUTIONS AND PROGRAMS:

Contractor shall provide for and oversee all safety orders, precautions and programs necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and other persons whom the Work might

affect, all work and materials incorporated into the Project, and all property and improvements on the Project site and adjacent property.

3.03 TOWN'S RIGHT TO TERMINATE CONTRACT – NONEXCLUSIVE REMEDY:

The Town may terminate this Contract on seven (7) days' written notice of the termination to Contractor in the event that Contractor defaults in the timely performance of any provisions of the Contract, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be an exclusive remedy, and the Town may pursue such other remedies and actions, including an action at law for damages against Contractor or any bonding agency issuing a bond under the Contract, or an action for specific performance against either Contractor or any agency issuing a bond under the Contract, or an action in equity for injunctive relief, as may be lawfully available to the Town.

3.04 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors and subcontractors so that their work is not impeded by this Work. Contractor shall allow such other contractors and subcontractors access to the Project site necessary to perform their work.

3.05 COMMUNICATION REGARDING WORK:

All communication to the Town regarding the Work shall be directed to the attention of the Project Manager.

3.06 TERMINATION IN THE EVENT OF LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site, Contractor shall continue to perform the Work without interruption or delay. In the event Contractor fails to continue the performance of the Work without interruption or delay because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

PART 4. WARRANTIES

4.01 WARRANTY OF FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Work, and made a part of the structures in the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

4.02 WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of one (1) year from the date of written acceptance of the Work by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Work which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. During the warranty period, Contractor shall provide to the Town cash, negotiable securities, surety bond or a letter of credit in the amount of ten percent (10%) of the Contract Price as security for Contractor's completion of all work required by the warranty during the warranty period. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the ten percent (10%) any and all amounts necessary to complete the required work. Any and all amounts remaining in said account at the termination of the warranty period shall be paid and returned to Contractor. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 5. BONDS, INSURANCE AND INDEMNIFICATION

5.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town, its officers, employees, insurers, representatives, heirs and assigns, from and against all liability, claims, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Contract, if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any workmen's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Consistent with C.R.S. § 13-21-111.5(6), this Section shall not be construed to require Contractor to indemnify, insure or defend the Town against liability for damage arising out of death or bodily injury to persons or damage to property caused by the negligence or fault of the Town or any third party under the control or supervision of the Town.

5.02 NOTIFICATION:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

5.03 INSURANCE:

Contractor agrees to procure and maintain, at its own cost, during the entire period of this Agreement, a policy or policies of liability insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Contract including property damage, bodily injury and death, as well as claims for worker's compensation and other employee benefit laws. Such insurance shall be a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for bodily injury or death, and two hundred fifty thousand dollars (\$250,000) for property damage. Such insurance shall name the Town as an additional insured, and shall provide for a minimum thirty (30) days' written notice of cancellation. Proof of such insurance including, at a minimum, a certificate of insurance and a certified copy of the policy of insurance together with all endorsements thereto, shall be filed by Contractor with the Town prior to the execution of the Construction Agreement by the Town.

5.04 GOVERNMENTAL IMMUNITY ACT:

The parties hereto understand and agree the Town is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town, its officers, employees, or volunteers.

5.05 PERFORMANCE AND PAYMENT BONDS:

At the time of execution of the Construction Agreement, Contractor shall furnish to the Project Manager a Performance Bond and a Payment Bond, each in the full amount of the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment.

PART 6. PAYMENT

6.01 PROGRESS PAYMENTS:

PROJECTS UNDER \$150,000

The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. Progress payments shall be in an amount equal to ninety percent (90%) of the Work completed so as to maintain a ten percent (10%) retainage until completion of the Work. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of all invoices from any subcontractors or suppliers and partial waivers executed by each subcontractor or supplier to whom payment is to be made by Contractor. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or

within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

PROJECTS OF \$150,000 OR GREATER

The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. Progress payments shall be in an amount equal to ninety percent (90%) of the Work completed until fifty percent (50%) of the total Work on the Project, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project site and suitably stored. After fifty percent (50%) of the total Work is completed, the retainage shall be reduced to five percent (5%). A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of all invoices from any subcontractors or suppliers and partial waivers executed by each subcontractor or supplier to whom payment is to be made by Contractor. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

6.02 FINAL PAYMENT:

Pursuant to C.R.S. § 38-26-107, within forty-five (45) days after completion of the Work, its acceptance by the Project Manager, receipt of copies of all invoices from any subcontractors and suppliers and a release executed by each subcontractor and supplier to whom payment is made by Contractor, and publication of the Notice of Final Settlement, the Town shall pay to Contractor the unpaid balance of the Contract Price.

6.03 LIQUIDATED DAMAGES:

Because time of performance is of the essence to the Town in this matter, the following liquidated damages provision shall be in force: Contractor understands and agrees that for each work day calendar day after the completion date set forth in paragraph 2.03 that Contractor substantially completes the Work, Contractor shall be assessed, as liquidated damages and not as a penalty, the daily amount of five hundred dollars (\$500). Delayed performance constitutes a compensable inconvenience to the Town and its residents. Alternatively, and in lieu of liquidated damages, the Town may, in its discretion, recover its actual damages resulting from Contractor's failure to substantially complete the Work by the completion date.

6.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Fairplay Town Council for payment of the Contract. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Fairplay Town Council.

PART 7. MISCELLANEOUS

7.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

7.02 LAWS AND JURISDICTION:

This Contract shall be construed under the laws of the State of Colorado. In the event of any dispute between the parties which results in litigation, the exclusive venue for such litigation shall be the District Court in and for the County of Park, State of Colorado. Each party hereto shall be possessed of all remedies, whether legal or equitable, which are provided for and which are available under Colorado law.

7.03. ILLEGAL ALIENS

A. Certification. Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that the Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

(1) If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

(2) Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

(3) If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

a. Notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with this Agreement.

E. If Contractor does not have employees, Contractor shall sign the “No Employee Affidavit” attached hereto.

F. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the “Department Program Affidavit” attached hereto.

NO EMPLOYEE AFFIDAVIT

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

1. Check and complete one:

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

OR

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

2. Check one.

I am a United States citizen or legal permanent resident.

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

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

OR

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

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

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

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

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

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

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

Contractor Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 20__, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public