

TOWN OF DOLORES PROCUREMENT CONTRACT TEMPLATE

SERVICES AGREEMENT

Contract Number:		Project Name/Title	
Vendor/Contractor			
Contact Name:		Telephone:	Email:
Address:			
Federal Tax ID #		Please Check one:	<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership
Town Contact	Name & Phone#	Town Dept Rep.	Name & Phone3 & Department Name
NOT TO EXCEED Contract Amount:		Town Account #	Acct Code (__) Fund (__) Dept (__) Project (__)
Contract Type:		Period of Performance:	
Contract Value Amount:		Contract Funding Amount:	

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the **Town of Dolores, Colorado (“Town”)** and _____ (“Contractor”), and proves as follows:

WHEREAS, Town desires to obtain the services of Contractor for the purpose of _____ as described in greater detail on Exhibit A attached hereto and incorporated herein by reference (“Services”); and

WHEREAS, Contractor desires to provide the Services pursuant to this Agreement;

NOW, THEREFORE, in consideration of the covenants, promises and agreements contained herein, Town and Contractor agree as follows:

1. Compensation/Consideration:

- i. THIS FIRM FIXED PRICE CONTRACT is established at firm fixed amount of \$_____.**
- ii. Subject to the terms and conditions of the Contract Documents, Contractor shall provide all materials, supplies, labor, services, transportation, tools, equipment, and parts to perform _____ services for the Town of Dolores in a

good and workmanlike manner to the satisfaction of the Town for the total contract amount designated above and in the Notice of Award, to be paid by the Town to the Contractor.

2. **Scope of Services**: Town retains Contractor to provide the Services and Contractor agrees to complete the Services identified in the Scope of Services, attached hereto as Exhibit A, and in accordance with the REQUEST FOR PROPOSALS and Contractor's proposal, and all attachments to such REQUEST and contractors' proposal, all of which are incorporated herein by this reference. If any provision of the Scope of Services conflicts with this Contract, the terms of the Contract shall control. **The project must be completed not later than November 30, 2024; time is of the essence hereof.**
3. **Independent Contractor**: the parties agree that the Contractor shall be an independent contractor and shall not be an employee of Town. Contractor, as an independent contractor is not entitled to workers' compensation benefits and unemployment insurance benefits, and Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this agreement.
4. **Method of Payment**: Town agrees to pay Contractor for services rendered pursuant to this Agreement in the sums and in the manner set forth in the attached Contractor's proposal. Payment shall be made upon billing by the Contractor, which billing shall occur not more frequently than monthly. The parties agree and acknowledge that this Agreement does not constitute a multiple fiscal year debt or financial obligation of Town pursuant to Section 20(4)(b) of Article X of the Constitution of Colorado, based upon Town's ability to terminate this Agreement as set forth herein. Contractor acknowledges that Town has made no promise to continue to burden and appropriate funds beyond the current fiscal year, and that Town has pledged adequate cash reserves for the current fiscal year to cover obligations of this Agreement.
5. **Right to Monitor Performance**: Town reserves the right to monitor and evaluate the progress and performance of contractor to ensure that the terms of this Agreement are being satisfactorily met in the opinion of the Town and in accordance with all applicable monitoring and evaluation criteria and standards. Contractor shall cooperate with Town relating to such monitoring and evaluation.
6. **Insurance Requirements**
 - **Comprehensive General Liability** Contractor shall procure and keep in force during the duration of this Agreement a policy of Comprehensive General Liability insurance insuring Contractor and naming Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of services here under and against liability for property damage with a combined single limit of at least \$1,000,000. The limits of said insurance shall not, however, be a limit to the liability of Contractor hereunder.

- **Automobile Liability** Contractor shall procure and keep in force Comprehensive Automobile Liability Insurance with combined single limits for bodily injury and property damage of not less than five hundred thousand dollars (\$500,000) each occurrence and five hundred thousand dollars (\$500,000) aggregate with respect to each vehicle used in the performance of the services hereunder.
 - **Terms of Insurance** Insurance required shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than "A" as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor may deem to be reasonable for the Services, but in no event greater than \$10,000. No such policies shall be cancelable except after thirty (30) days prior written notice to Town. Contractor shall not do nor permit to be done anything that shall invalidate the insurance policies referred to in this section and Contractor shall immediately advise Town in writing if a reduction in coverage or other modification of insurance coverage occurs.
 - The policies described above shall be for the mutual and joint benefit and protection of Contractor and Town. Such policies shall contain a provision that Town, although named as an additional insured, shall nevertheless be entitled to recovery under such policy for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of Contractor. Such policy shall be written as a primary policy not contributing to and not in excess of coverage which Town may carry.
 - **Other Insurance** Contractor shall procure and keep in force during the term of this Agreement workers' compensation and such other insurance as may be required by any law, ordinance or governmental regulation.
 - **Bonding.** The Contractor shall procure a bond on terms acceptable to the Town with the Town as a named insured in the amount of \$250,000 to guarantee performance of the Contract.
 - **Copies of Certificates** Prior to commencement of work, Contractor shall furnish to Town certificates of insurance policies evidencing the required coverages.
 - **Variations** Town reserves the right to approve variations in the above requirements upon request of Contractor if, in Town's opinion, such variations do not substantially affect Town's interests.
7. **Indemnification** Contractor covenants and agrees to indemnify, defend, save and hold Town, its officials and employees, harmless from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys fees, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of, or by any reason related to Contractor's

acts or omissions in the performance of this Agreement. Contractor further agrees that its obligations to the Town under this paragraph include, but are not limited to, claims against the Town by Contractor's employees whether or not such claim is covered by workers compensation.

8. **Amendments** This Agreement may not be modified or amended, and no waiver of any terms, conditions, rights or remedies hereunder, shall be binding upon any party hereto without the prior written consent of both parties hereto. A waiver of any term or provision shall not be construed to be a waiver of any other term or provision. Specifically, but not by way of limitation, the subcontractors, the individual staff members of the Contractor, and their respective responsibilities, all as set forth in the Scope of Services, shall not be changed without the prior written consent of Town. Any written amendments to this Agreement shall become part of this Agreement. **All change orders shall be in writing and approved by the Town Manager. The Town shall not be liable for payment of any changes orders not so approved in writing. Change orders are required address both increased costs and increase in time to complete the project.**
9. **Termination** This Agreement may be terminated by either party, with or without cause, upon ten (10) days prior written notice to the other party. In the event of termination by Town, other than for reason of default by Contractor under this Agreement, Town shall be liable to pay Contractor all compensation earned up to the date of termination in accordance with the Scope of Services. Notwithstanding the above, Contractor shall not be relieved of liability to Town for damages sustained by Town by virtue of any default by Contractor under this Agreement.
10. **Assignment** Neither party may assign this Agreement without the express written consent of both parties.
11. **Notices** All notices, consents and communications required under this Agreement shall be in writing and shall be deemed effective when hand delivered, when sent by certified mail, return receipt requested, or when sent by electronic communication (facsimile), or when sent by electronic mail, and correctly addressed as follows:

If to Town: Town manager, Town of Dolores 420 Central Avenue, PO Box 630, Dolores, CO 81323, (970) 882-7720

If to Contractor: Name: _____
Address: _____
Phone: _____
Email: _____

12. **Benefit** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, their successors and assigns.

13. **Governing Law** This Agreement shall be governed and construed in all respects and the rights of the parties hereto shall be determined in accordance with the laws of the State of Colorado. Any suits or claims arising out of this Agreement shall be filed in Montezuma County, Colorado.
14. **Compliance with Laws** In performing the services hereunder, Contractor shall ensure that Contractor and its employees comply with all applicable laws and regulations.
15. **Severability** If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not effect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions never had been inserted in this Agreement.
16. **Preserved Claims** The obligations contained in Paragraph 8 of this Agreement shall survive the expiration or any termination of this contract.
17. **Sole Source Contracts, Amendment 54** To the extent this contract may be construed to be a “sole source contract” within the meaning of sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent these constitutional provisions have not been enjoined or invalidated by a court of competent jurisdiction, the requirements and limitations of these constitutional provisions are hereby incorporated in this contract.
18. **This Is Not an Exclusive Contract** Town may, at its sole discretion, contract with other entities for work similar to that to be performed by the Contractor hereunder. Contractor may contract to perform similar work for others and is not expected to work exclusively for Town.
19. **Attorney Fees** In the event of dispute concerning performance hereunder, the parties agree that the Court may enter judgment in favor of the prevailing party for costs and reasonable attorney’s fees.
20. **Confidentiality** Contractor agrees that any information received by Contractor during any furtherance of Contractor's obligations hereunder will be treated by Contractor as confidential and will not be revealed to other persons, firms or organizations.
21. **Governmental Immunity** Nothing in this Agreement shall be construed as a waiver of any governmental immunity available to Town under Colorado state statute or other law.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

Town of Dolores, by: _____

Contractor, by: _____