



**TOWN OF JAMESTOWN
JAMESTOWN, COLORADO**

**REQUEST FOR PROPOSALS
RFP NO. JAMES.046**

**Contractor Services
For
On-Call and Scheduled Road
Maintenance and Repairs**

**SUBMIT TO
TOWN OF JAMESTOWN**

**TOWN HALL
PO BOX 298, 118 MAIN STREET
JAMESTOWN, CO 80455**

SUBMITTAL DUE DATE

August 17, 2020

10:00am MT

REQUEST FOR PROPOSAL

RFP # James.046

On-call and Scheduled Road Maintenance and Repairs

The Town of Jamestown (Town) is seeking proposals from qualified vendors for On-Call and scheduled Contractor Services for future emergency and scheduled maintenance and repairs of Jamestown roads, culverts, and road drainage ditches.

The Town of Jamestown Roads and Bridges Committee will be reviewing proposals submitted in response to this RFP and selecting a list of pre-qualified Contractors for future on-call and scheduled contractor services. The list of pre-qualified Contractors will be approved by the Board of Trustees.

Written Inquiries

All inquiries regarding this RFP shall be submitted to the Town at TownClerk@jamestownco.org on or before 4:00 p.m. **August 17th**, 2020. A response from the Town to all inquiries shall be sent via email on or before 2:00 p.m. August 25th, 2020.

Submittal Instructions

Submittals are due at the Town Clerk's Office, or the email box listed below, for time and date recording on or before **10:00 a.m. Mountain Time on August 17th, 2020.**

Your response can be submitted in the following ways. Please use the Delivery Receipt option to verify receipt of your email.

E-Mail TownClerk@jamestownco.org identified as **RFP #046 On-call and scheduled road maintenance and repairs** in the subject line.

-OR-

US Mail **Two (2)** copies of your submittal in a sealed envelope, clearly marked as **RFP # James.046 On-call and Scheduled Road Maintenance and Repairs**, to the Jamestown Town Clerk's Office, PO Box 298, Jamestown, CO 80455. Please allow at least 2 working days for delivery of USPS Priority and Express Mail and send to PO Box 298 Jamestown, CO 80455.

-OR-

Delivered **Two (2)** copies of your submittal in a sealed envelope, clearly marked as **RFP # James.046 On-call and Scheduled Road Maintenance and Repairs**, to the Jamestown Town Clerk's Office, located in the Jamestown Town Hall at 118 Main Street, Jamestown, CO 80455.

All RFPs must be received and time and date recorded by authorized Town staff by the above due date and time. Sole responsibility rests with the Proposer to see that their proposal is received on time at the stated location(s). Any responses received after due date and time may be returned to the Proposer.

The Town of Jamestown reserve the right to reject any and all proposals, to waive any informalities or irregularities therein, and to accept the proposal in whole, or portions of the proposal that, in the opinion of the Town Roads and Bridges Committee, is in the best interest of the Town of Jamestown, State of Colorado.

Terms and Conditions

1. Each proposer shall furnish the information required in the proposal.
2. Contractors whose submittal, conforming to the Request for Proposals, will be most advantageous to the Town of Jamestown, price and other factors considered, will be awarded a notice of placement on the pre-qualified list for on-call contractors for On-Call Contractor Services for Maintenance and Repair of Jamestown Roads.
3. The Town of Jamestown reserve the right to reject any and all proposals, to waive any informalities or irregularities therein, and to accept the proposal in whole, or portions of the proposal that, in the opinion of the Town, is in the best interest of the Town of Jamestown, State of Colorado.
4. Project scope will be negotiated on an individual basis as the need for on-call or scheduled road maintenance and repair arise. All fees, responsibilities, liabilities and other relevant agreements reflected in a signed contract (see attached sample contract) will be considered in force for services rendered.
5. Late or unsigned proposals may not be accepted or considered. It is the responsibility of proposers to insure that their response to this RFP arrives at the Town Clerk prior to the time indicated in the "Request for Proposal."
6. The proposed price shall be exclusive of any Federal or State taxes from which the Town of Jamestown is exempt by law.
7. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The Town's Representative will not be responsible for oral clarification.
8. Confidential/Proprietary Information: RFPs submitted in response to this "Request for Proposal" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the RFP itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

SPECIFICATIONS

RFP # James.046

On-call and Scheduled Road Maintenance and Repairs

The Town of Jamestown's gravel and asphalt roads, culverts, and road drainage ditches require occasional maintenance. In addition, unanticipated road issues, such as washouts, occur from time to time, which need immediate repair.

The Town of Jamestown is seeking proposals from Contractors with demonstrated experience in road maintenance and repair. By means of this Request for Proposals (RFP), the Town is seeking qualified Contractors to establish a list of qualified contractors that are available to perform regularly scheduled and emergency repairs to the Town's roads, culverts and road drainage ditches.

CONTRACTOR RESPONSIBILITIES

The Contractor will be expected to perform a variety of repairs for which they must demonstrate qualifications. Road maintenance and repair work to include, but not be limited to: filling potholes; re-grading road surfaces; clearing and re-establishing side ditches; clearing/cleaning/flushing, replacing, and installing culverts; installation, compaction, and grading of new road base (gravel road wearing surface); installing drainage ditch armor; re-establishing elevations of existing culvert collectors; minor asphalt patching; procurement and provision of delivery of any materials required by these activities.

Please specify hourly rates, travel time costs, and, if there is a difference, rates for non-regular business hours (e.g. nights/weekends/holidays/emergency and scheduled work).

The Town of Jamestown expects all work to be performed in accordance with all OSHA requirements including the Manual for Uniform Traffic Control Devices (MUTCD), and in compliance with Jamestown Road Standards and the Boulder County Multimodal Transportation Standards.

SUBMITTAL SECTION

RFP # James.046

On-call and Scheduled Road Maintenance and Repairs

Proposals should be concise, logically organized, and easy to read. Limit proposals to five (5) pages or less (not including insurance certificates and cost rate sheet), and include the following:

1. Company information:
 - a. Name of your company / organization
 - b. Type of organization: (Corporation, Partnership, etc.)
 - c. Address
 - d. Names and Address of the Partners if applicable
 - e. Contact Person(s)
 - f. Telephone, Fax, e-mail
 - g. Short list of relevant experience for key personnel and any subcontractors
 - h. Submit three references for similar projects your company has completed within the last three years and contact information
2. Insurance information:
 - a. Commercial General Liability coverage including carrier and limits
 - b. Automobile Liability coverage including carrier and limits
 - c. Worker's Compensation and Employer's liability coverage including carrier and limits
3. Rate information:
 - a. List of available equipment
 - b. Mobilization Cost
 - c. Operator Rate
4. Signature page: Include the signature page (see below) with the main proposal.

Please submit a copy of any contract changes to the standard Jamestown contract (attached) you would require.

SIGNATURE PAGE

RFP # James.046

On-call Contractor Services for Repairs to Jamestown Roads

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name	
Name and Title of Primary Contact Person	
Company Address	
Phone Number	
Email Address	
Company Website (If applicable)	

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Town of Jamestown.

None of my employees or agents is currently an employee of Town of Jamestown.

I am not related to any Town of Jamestown employees or Elected Officials.

I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in the space provided below.

SAMPLE

CONSTRUCTION CONTRACT

This Agreement, is made and entered this _____ day of _____, 202__ by and between the Town of Jamestown (“Town”), a Colorado municipal corporation and _____ *[insert Contractor’s legal name]* (“Contractor”).

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Work – Price.** The Contractor agrees to perform for the Town all of the work set forth in Exhibit A attached hereto and incorporated herein by reference (hereinafter the “Work”). The Town agrees to pay, in full payment for the performance of the Work in compliance with this Agreement, an amount not to exceed \$_____ *[insert lump sum contract amount]*. Unit prices and unit costs for the Work shall not exceed those shown in Exhibit A. Contractor shall furnish, except as may otherwise be provided in writing, all labor, services, materials, tools, and equipment for the completion of the Work. Contractor will construct and complete the Work in a thorough and workmanlike manner in every respect to the satisfaction and approval of the Town, within the time specified herein.

2. **Contract Documents.** The Work shall be done in strict accordance with all scope of Work documents attached hereto as Exhibit A and with the following additional documents: _____ *[insert a list of all documents that apply to the work, such as utility plans and specifications, site plans, engineering plans, architectural drawings, etc. The list should reference the name of the drawing, date prepared, number of pages and, if noted, job or reference number]*. All of such documents are hereby made a part of this Agreement and form the contract documents as fully as if the same were set forth at length herein.

3. **Compliance and Licensing.** a. Contractor shall be responsible for providing any measures necessary for insuring the safety of the public during the performance of the work, such as barricading and traffic control, in accordance with the requirements of the Town.

b. Contractor shall be responsible for obtaining and complying with all necessary permits, ordinances, and laws, including but not limited to grading permits and laws concerning the control of fugitive dust. The Contractor shall not be required to pay any grading permit fees, cut fees, water tap fees, or use taxes required by the Town of Jamestown.

c. Contractor and all subcontractors performing the Work provided for in this Agreement shall be licensed contractors in the Town of Jamestown in accordance with the Jamestown Municipal Code and shall pay the required fees for such license.

4. **Relationship of Contractor to Town.** Contractor covenants to furnish its best skill and judgment and to cooperate with the Town's Project Manager and Field Manager, as identified

herein, and all other persons and entities in furthering the interests of the Town. Contractor agrees to furnish efficient superintendence and to use its best efforts to furnish at all times an adequate supply of workers and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interests of the Town.

5. Project and Field Manager. The Town's Project Manager for the purposes of the Work is the following or such other person as the Town may designate in writing: _____ . The Town's Field Manager for the purposes of communicating with Contractor in the field and coordinating Town efforts in the field is _____ . Change orders may only be authorized by the persons listed in Section 17.

6. Time of Commencement and Completion. a. No Work shall be commenced until after a pre-construction meeting of the Contractor and Town representatives as appropriate, and until the Town has in writing instructed the Contractor to commence work.

b. The Contractor shall finally complete all Work in a manner acceptable to the Town, and in compliance with this Agreement, on or before _____, 202__ [*insert date for completion*]. Prompt completion of the Work is essential to the Town, and time is of the essence in all respects regarding this Agreement and the Work. Payment for the Work shall only be made after the Work has been finally completed and accepted by the Town.

7. Price of Work - Payment. a. Payments of the entire contract price shall be made to Contractor in a single, lump sum payment within 30 days after final completion of the Work and acceptance thereof by the Town. Except as provided in Section 7.b, the contract price set forth in Section 1, shall be inclusive of all costs of whatsoever nature associated with the Contractor's Work efforts, including but not limited to salaries, benefits, expenses, overhead, administration, profits, and outside fees. The scope of Work and payment therefor shall only be changed by a properly authorized amendment to this Agreement.

b. The contract price does not include the following costs: (1) water service, electric service, and associated utilities; and (2) the cost of the performance, payment and warranty bonds that may be required for the Work pursuant to Section 14, the cost of which bonds shall not exceed 2.5 percent of the amount set forth in Section 1.

8. Scope of Payment. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, services, and incidentals necessary to complete the Work and for performing all Work. The Town's payment for the Work shall not relieve the Contractor of any obligations to correct any defective Work or materials. No funds payable under this Agreement shall become due and payable, if the Town so elects, until the Contractor shall satisfy the Town that it has fully settled or paid for all materials and equipment used in or upon the Work and labor done in connection therewith. The Town may pay any or all such claims or bills, wholly or in part, and deduct the amount or amounts so paid from any funds due Contractor. In the event the surety on any contract, performance bond,

payment bond, or warranty bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has its right to do business in the state revoked, the Town may withhold payment of funds due Contractor until the Contractor has provided a bond or other security to the satisfaction of the Town in lieu of the bond so executed by such surety.

9. Observation of All Laws. It is assumed that Contractor is familiar with all laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the Work. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work.

10. Contractor's Responsibility for Work. Until the final acceptance of the Work by the Town in writing, Contractor shall have the charge and care thereof, and shall take every necessary precaution against injury or damage to any part thereof by the effects of the elements or from any other cause. Contractor, at its own expense, shall rebuild, repair, restore, and correct all injuries or damages to any portion of the Work occasioned by any causes before its completion and acceptance. In case of suspension of Work from any cause whatsoever, Contractor shall be responsible for all materials and shall properly store same, if necessary, and shall provide suitable drainage, barricades, and warning signs where necessary. Contractor shall correct or replace, at its own expense and as required by Town, any material which may be destroyed, lost, damaged, or in any way made useless for the purpose and use intended prior to final acceptance of the Work, or portions thereof. Contractor shall be relieved of the responsibilities provided in this Section upon final acceptance of the Work by Town, except no such relief shall apply to damages or injuries caused by or related to actions of Contractor or its subcontractors.

11. Termination of Contractor's Responsibility. The Work will be considered complete when all Work has been finished, the final inspection made, and the Work accepted by Town in writing, and all claims for payment of labor, materials, or services of any kind used in connection with the Work thereof have been paid or settled by Contractor or its surety. Contractor will then be released from further obligation except as set forth in any surety bond, and except as required in this Agreement regarding the Contractor's guaranty of work.

12. Indemnification. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The

Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

13. Insurance and Bonds.

a. The Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by Town. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

b. The Contractor agrees to procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

c. Contractor shall procure and maintain, and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor's Subcontractors in Contractor's own policy with respect to), the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

(1) Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The

policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000), with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

[Note to Town: if using these General Conditions with a road paving contract, paragraphs (4) (builder's risk insurance) and (5) (installation floater) below may be deleted.]

(4) Builder's Risk insurance with minimum limits of not less than the insurable value of the work to be performed under this contract at completion less the value of the materials and equipment insured under installation floater insurance. The policy shall be written in completed value form and shall protect the Contractor and the Town against risks of damage to buildings, structures, and materials and equipment not otherwise covered under Installation Floater insurance, from the perils of fire and lightning, the perils included in the standard coverage endorsement, and the perils of vandalism and malicious mischief. Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panelboards, control equipment, and other similar equipment shall be insured under Installation Floater insurance when the aggregate value of the equipment exceeds \$10,000. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

(5) Installation Floater with minimum limits of not less than the insurable value of the work to be performed under this contract at completion, less the value of the materials and equipment insured under Builder's Risk insurance. The value shall include the aggregate value of any City-furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under Builder's Risk insurance. The policy shall protect the Contractor and the Town from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under Builder's Risk insurance, while in warehouses or storage areas, during installation, during testing, and after the work under this contract is completed. The policy shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular work to be performed under this contract. The policy shall provide for losses to be payable to the Contractor and the Town as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Contractor or the Town.

d. The policies required above, except for the Workers' Compensation insurance and Employers' Liability insurance, shall be endorsed to include the Town, and its officers and employees, as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.

e. Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. If the words "endeavor to" appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

f. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Owner.

g. The parties hereto understand and agree that 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, § 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

h. Contractor shall furnish a performance bond, payment bond, and warranty bond in an amount determined by the Project Manager, but in any event at least equal to the contract price, as security for the faithful performance and payment of all Contractor's obligations under the contract documents, including but not limited to the guaranty period provided in Section 20. These bonds shall remain in effect at least until one year after the date of final payment. All bonds shall be in the forms prescribed by the contract documents and be executed by such sureties as (i) are licensed to conduct business in the State of Colorado and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as

published in Circular 570, amended, by the Audit Staff, Bureau of Account, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in Colorado is terminated, or it ceases to meet the requirements of clauses (i) and (ii) of this section, Contractor shall, within five (5) days thereafter, substitute another bond and surety, both of which shall be acceptable to the Town.

14. Evidence of Satisfaction of Liens. Contractor shall provide Town with written evidence that all persons who have done and portion of the Work or have furnished material under this Agreement and are entitled to liens therefor under any laws of the State of Colorado have been fully paid or are not entitled to such liens. Final payment shall not be made to Contractor until the Town is reasonably satisfied that all claims or liens have been satisfied by Contractor or have been secured against as provided in C.R.S. section 38-26-101 et seq.

15. Acceptance of Work. No act of the Town, or of any representative thereof, either in superintending or directing the Work, or any extension of time for the completion of the Work, shall be regarded as an acceptance of such Work or any part thereof, or of materials used therein, either wholly or in part. Acceptance shall be evidenced only by the final certificate of Town. Before any final certificate shall be issued, Contractor shall execute an affidavit on the certificate that it accepts the same in full payment and settlement of all claims on account of Work done and materials furnished under this contract, and that all claims for materials provided or labor performed have been paid or set aside in full. No waiver of any breach of this contract by Town or anyone acting on their behalf shall be held as a waiver of any other subsequent breach thereof. Any remedies provided herein shall be cumulative.

16. Guaranty of Work. Contractor agrees to guarantee all Work under this Agreement for a period of one year from the date of final acceptance by the Town. If any unsatisfactory condition or damage develops within the time of this guaranty due to materials or workmanship that are defective, inferior, or not in accordance with the Agreement, as reasonably determined by Town, then the Contractor shall, when notified by Town, immediately place such guaranteed Work in a condition satisfactory to Town. The Town shall have all available remedies to enforce such guaranty, except that Town shall not have any work performed independently to fulfill such guaranty and require Contractor to pay Town such sums as were expended by the Town for such work, unless the Town has first given notice to the Contractor of the deficiency and given the Contractor a reasonable opportunity to cure the same.

17. Timing of Change Orders. The Town shall use reasonable efforts to grant or deny change orders requested by the Contractor in as timely a manner as the Town Board schedule permits. The Project Manager is authorized to approve any single change order which does not exceed \$_____ or which does not affect or decreases the price of the Work. All other change orders which increase the price of the Work shall be approved or denied in writing by the

Town only after formal action by the Town Board. Contractor shall provide all supporting documentation for any requested change order prior to Town action thereon.

18. No Assignment. This Agreement and any rights and obligations hereunder, including but not limited to rights to moneys due or that may become due, shall not be assigned by the Contractor without the prior written approval of the Town.

19. Governing Law. This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by the laws of the State of Colorado. The parties agree to the jurisdiction and venue of the courts of Boulder County in connection with any dispute arising out of or in any matter connected with this Agreement.

20. Equal Opportunity Employer. a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

b. The Contractor shall be in compliance with the appropriate provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal regulation. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of any purchase order or contract and with any new purchase order or contract issued by the Town.

21. Independent Contractor.

a. Contractor and any persons employed by Contractor for the performance of Work hereunder shall be independent contractors and not employees or agents of the Town. Nothing herein shall be construed as establishing a quality standard for any individual, or as establishing any right on the part of the Town to oversee the actual work of the Contractor or to instruct any individual as to how the Work will be performed.

b. Contractor shall have the right to employ such assistance as may be required for the performance of Work under this Agreement. Said Contractor shall be responsible for the compensation, insurance, and all clerical detail pertaining to such assistants, and shall be solely responsible for providing any training, tools, benefits, materials, and equipment.

