

Request for Proposal



Town of Grand Lake Town

Stormwater Management Plan

Town of Grand Lake 1026 Park Avenue

Grand Lake, Colorado 80447

March 2023

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Invitation To Propose

Electronic Proposals will be received by the Town of Grand Lake (the "Town") through the Rocky Mountain E-Purchasing System ("RMEPS"), until **5:00 p.m.**, local time (MST), **March 23rd, 2023**, for the **Town of Grand Lake Stormwater Management Plan**. Proposals will be time-stamped by RMEPS upon receipt.

Proposal Submittals: All bids must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake>

The required Proposal documents must be received in the RMEPS submission portal on or before the Proposal due date and time. **Hardcopy submittals will not be accepted.** It is the Bidder's sole responsibility to ensure all required Proposal documents are submitted through RMEPS by the submission deadline. RMEPS does not allow for uploading Proposal documents after the Proposal due date and time has closed.

Proposals will be time-stamped by RMEPS upon receipt. After uploading proposal documents, **Bidders must click the SUBMIT button.** The Town will not accept uploads that are "saved" but not "submitted". To verify that a Proposal has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder's account, that the documents are not in "Draft" status. The Town does not have access to or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline at **800-835-4603**.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Bid. The Town of Grand Lake is an Equal Opportunity Employer.

Dated February xx,2023. TOWN OF GRAND LAKE, COLORADO

Project Purpose and General Background

Purpose

The Town of Grand Lake “Town” is accepting proposals for a Stormwater Management Plan for the west side of Town, the purpose of which is to improve the quality of water reaching our adjacent lakes. Stormwater solutions that involve natural resource management interventions are preferred. Soil boring, percolation tests, topography, water quality, and data collection of existing runoff conditions for full comprehension of stormwater interventions to be required throughout the site.

General Information

The area of interest for this project is shown in figure 1 and is further described here. The water from the Little Columbine Creek flows from north of Town, across wetlands, through private ponds, along highway 34, through culverts into the north side of the Grand Lake Estates HOA marina. This water has been impacted by the East Troublesome fire and along with other factors, is contributing to the sediment deposits in Shadow Mountain Reservoir. Additionally, runoff from the Woodpecker Hill area flows steeply down the face of the hill, and along Park Avenue, through a very flat area of Town via roadside ditches and culverts, which eventually drain into the east side of Grand Lake Estates HOA marina, which is Shadow Mountain Reservoir.



Figure 1- Geographic Area

Successful proposals will balance the following design principles with cost-effective stormwater management solutions that meet required stormwater standards:

- Emphasize low impact development (LID) techniques that seek to mimic the natural hydrologic processes of the site and are context sensitive. Try to maximize treatment of stormwater on-site.
- Promote stormwater management practices that maintain predevelopment hydrology through site design, site development, building design and landscape design techniques that infiltrate, filter, store, evaporate and detain stormwater close to its source.
- Promote public safety from: contaminants in the reservoir; reduce public expenditures in removing sediment from stormwater drainage systems and natural resource areas.

Scope of Work

The selected consultant will be expected to provide a full range of planning and engineering services in order to meet the goals of the Town listed above. This scope of services will include, but not be limited to the following:

- Communication – The chosen consultant shall meet and engage with all necessary Town and Three Lakes Watershed Association staff (collectively known as “the Team”) in order to fully understand existing infrastructure and determine areas of concern within the Town of Grand Lake.
- Public engagement – While much of this planning process will be directed by the knowledge and experience of the Team, planning should never occur without the input of the community. Therefore, some level of public engagement should be considered in this planning process. That input may be garnered from community meetings, community surveys, or other means deemed appropriate by the planning team. The consultant shall address how they intend to engage the public in their proposal. This proposed public involvement plan will be reviewed and approved during the negotiation of a final contract.
- Mapping – The Town of Grand Lake has very limited mapping resources. The chosen consultant shall provide adequate mapping and GIS data sets for hydrologic analysis of existing drainage ways, including topography of the area. Additional on the ground analysis may be necessary to fully map and analyze all current infrastructure and drainage ways, including facilities on private property.
- Data Collection – It is vital that there is baseline water quality data collected prior to implementing any stormwater solutions. This data will be used to quantify the effects of these strategies on the local watershed. Some of the required parameters to be collected will be total suspended solids, bacteria count/identification, dissolved oxygen, pH, temperature, and clarity. Other parameters can be suggested by the consultant. The Team will require soil bore collection and analysis, topography, and other parameters necessary to make decisions on the feasibility of low impact development solutions and other best management practices.
- Monitoring – The chosen consultant shall recommend locations and quantities of monitoring equipment necessary to provide ongoing water quality data upstream and downstream of proposed stormwater solutions. The data collected shall be analyzed and compiled in a final report illustrating any effects of the stormwater interventions on water quality, such as nutrient loading or reductions.
- Design solutions – The chosen consultant will be able to use the data collected from the soil boring and topography to recommend solutions to improve stormwater quality before reaching the Shadow Mountain Reservoir. The consultant will look at the feasibility of low impact development solutions before settling on more engineered solutions. They will be able to evaluate water quality and develop a preliminary Stormwater Management Plan.
- Reporting – The consultant team should provide a 50% review copy to Town staff and a 75% draft plan for public comment. The final report shall fully address all items listed in this SOW as well as feedback received from both Town staff and public comment.
- Inventory and Analysis of Existing Infrastructure – The consultant will create a comprehensive evaluation of the existing facilities related to stormwater runoff.
- Sustainability – The Town’s goals are to implement low impact design solutions and integrated management practices that serve the stormwater needs of the Town while improving quality of life, and lowering the impacts on Town resources and the surrounding environment. The chosen consultant will be able to work within these goals as the hydrogeomorphology allows.
- Maintenance – The consultant shall provide a summary of maintenance items to be frequently addressed in order to maintain the functionality of the recommended design solutions.
- Funding Options– The consultant shall provide a summary of the available grants and loan options from various agencies for recommended design solutions and associated BMPs.

Tasks

Task 1 Inventory:

- Baseline data collection of site and project area
- Meeting with Team

Task 1 Deliverables:

- Pre-Construction Water Quality Report
- Topographic map -GIS
- Soils report
- Monthly invoices and supporting written progress reports
- Progress meeting minutes
- Schedule updates

Task 2 Analysis:

- Analyze existing stormwater system
- Evaluate water quality needs
- Evaluate monitoring locations and needs
- Develop proposed stormwater solutions
- Develop public outreach plan

Task 2 Deliverables:

- Graphics/maps illustrating existing conditions
- Water quality needs report
- Propose Monitoring locations and needs
- Report and map of proposed stormwater solutions and locations
- Public outreach plan

Task 3 Stormwater Management Plan Preliminary Design

The work performed under this task will be to develop a Stormwater Management Plan for the project area:

- Develop preliminary Stormwater Management Plan
- Develop preliminary Stormwater Management Construction Documents including plans, details, specifications, quantities, and costs.
- Develop preliminary Stormwater Management Plan Report
- Create proposed plan presentation

Task 3 Deliverables:

- Preliminary Stormwater Management Plan
- Preliminary Stormwater Management Report
- Preliminary Construction Documents
- Present proposed plan for a public meeting

Task 4 Stormwater Management Plan Final Design

The work performed under this task will be to finalize stormwater management plans for the project area:

- Address preliminary design comments from Team and public

- Finalize Stormwater Management Plan
- Finalize Stormwater Management Construction Documents including plans, details, specifications, quantities, and costs.
- Finalize Stormwater Management Report
- Develop Operations and Maintenance plan

Task 3 Deliverables:

- Final Stormwater Management Plans
- Final Stormwater Management Report
- Final Construction Documents
- Final Operations and Maintenance Manual
- Available Funding Options

Codes and Code Compliance

The awardee is required to comply with the Town of Grand Lake approved codes. Code review and compliance is subject to Town procedures and protocols.

Submittal and Evaluation Criteria

All submitted Proposals shall be signed by the Bidder and must include the Bidder's contact name, business name, address and telephone number. Proposals by partnerships must be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of partners must be included with the proposal. Proposals by a corporation must be signed in the official corporate name, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation, and shall display the corporate seal. Corporations must designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process. All Proposals must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake> .

Please Note: Addenda may be issued for this RFP and will be posted online at <https://www.bidnetdirect.com/townofgrandlake>. Bidders shall ensure all addenda issued are acknowledged and responses thereto submitted along with the required Bid Documents. Failure to submit such responses may result in disqualification of the respective Bid.

The RMPES website offers both "free" and "paying" registration options that allow for full access of the Town's documents and for electronic submission. (Note: "free" registration may take up to 24 hours to process. Please plan accordingly.)

The Town does not guarantee accurate information obtained from sources other than RMEPS.

In order to simplify the review process and obtain the maximum degree of comparability, the proposal must follow the outline described below, and at a minimum, contain the required information. Respondents are encouraged to include additional relevant information. **Respondents must also include a signature page with company name, address, phone number, contact name, authorized signature and date.**

Project Understanding and Approach

1. Understanding of the project
2. Ability to perform all aspects of the project
3. Ability to meet schedules within budget

Similar Experience

1. List of clients (2-5) for whom similar work has been done. Include contact name and phone number
2. Relevant recent experience in comparable projects
3. Experience working with similar-sized municipalities

Qualifications

1. Key project staff and resumes (if applicable)
2. Company resources

Fees

The proposal shall include a fee proposal with the following information in a **separate file**:

1. A not-to-exceed fee
2. A subtotal of man-hours and fees
3. All anticipated expense items (listed individually)
4. An hourly rate fee schedule

Evaluation and Selection Process

The Town of Grand Lake will review all proposals submitted based on qualifications and product availability. The Town, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the Town, price and other factors being considered. The following are the evaluation criteria the Town will consider in determining which proposal is most advantageous to the Town:

A Consultant will be selected by the Board for the purpose of negotiating a contract. If a satisfactory contract cannot be negotiated with that Consultant, the Town shall formally end negotiations with that Consultant and select the next most favored provider and attempt to negotiate with that Consultant.

1. Project Understanding and Approach – Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and desired outcomes for the project.
2. Similar Experience – Successful proposers will have experience completing similar projects which should be demonstrated by providing a description of 2 installations that best match the scope and desired outcomes for this project. Each example should highlight similarities to the proposed Grand Lake project with a reference and contact information.
3. Project Personnel – Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and/or in fields necessary to complete the proposed scope of work.
4. Cost – Provide a detailed cost proposal in a SEPARATE FILE. The cost proposal should be based on the tasks and products described in the above Scope of Work. Once all proposals have been evaluated, scored, and shortlist compiled, the Town will open the cost proposals of the shortlist firms. Costs will be considered as part of the final selection process.

*The Town reserves the right to interview Consultants submitting proposals in response to the RFP, should it be in the best interests to do so.

The attached sample Professional Services Agreement will be used by the Town as the contract document for the work. By submitting a Proposal, you accept the terms of this Agreement as stated. Any deviations from this Agreement must be requested in your submitted Proposal.

Selection and Performance Schedule

Following is a proposed schedule of events for the RFP process:

Advertisement/RFP Document Available	March 1 st , 2023
Questions Due	March 10 th at 5:00pm
Final Addendum (if needed)	March 16 th , 2023
RFP Submittal Due	March 30th at 5:00pm
Submittal Screening	April 3 rd , 2023
Selection of Awardee/Negotiation of Contract	April 11th, 2023

Timetable and Progress

The final schedule for adoption will be determined during the negotiation of the professional services agreement, but in no case shall the time table provided for completion of all components of the work program exceed twelve (12) months from the date of execution of the contract.

Agreement For Professional Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2023 (the "Effective Date"), by and between the Town of Grand Lake, a Colorado municipal corporation with an address of 1026 Park Avenue, P.O. Box 99, Grand Lake, Colorado 80447, (the "Town"), and _____, Consultant with a principal place of business at _____ ("Consultant") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Consultant has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the General Requirements of the Request for Proposal, attached hereto and incorporated herein by this reference and known as: **Stormwater Management Plan**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Consultant completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant \$_____. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Consultant may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

C. Because the Town has hired Consultant for its professional expertise, Consultant agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Consultant shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Consultant shall be exclusively owned by the Town. Consultant expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Consultant hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Consultant.

VI. CONSULTANT

Notwithstanding any other provision of this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it

is a Town employee for any purposes.

VII. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. At a minimum, Consultant shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$387,000 each occurrence and \$1,093,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and Consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$387,000 each claim and \$1,093,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its Consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, 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 Agreement 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 Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or

percentage of negligence or fault attributable to Consultant, any subcontractor of

Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant 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 this Agreement and that Consultant 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 to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

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

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

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Consultant shall: notify the subcontractor and the Town within 3 days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Consultant shall not terminate the subcontract if during such 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 this Agreement.

D. Duty to Comply with Investigations. Consultant 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 Consultant is complying with the terms of this Agreement.

E. Affidavits. If Consultant does not have employees, Consultant shall sign the "No Employee Affidavit" attached hereto. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement 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.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is

subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF GRAND LAKE, COLORADO

Stephen Kudron, Mayor

ATTEST:

Alayna Carrell, Town Clerk

CONSULTANT

By: _____

STATE OF COLORADO)
COUNTY OF _____)

) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this day of _____, 2023, by _____ as _____ of _____

My commission expires:

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Consultant has no 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 employees during the term of my Agreement with the Town of Grand Lake (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 term 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 Consultant's citizenship/lawful presence and identity.*

OR

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

Consultant must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

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

I, _____, as a public Consultant under contract with the Town of Grand Lake (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 ("Agreement") with the Town within 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 Agreement; and

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

Signature

Date

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2023, by _____ as _____ of _____.

My commission expires:

(SEAL)

Notary Public