



Town of Telluride

Request for Proposals (RFP)

**TOWN OF TELLURIDE 2022 COMMUNITY VISION
AND ACTION PLAN**

February 4, 2022

The Town of Telluride is soliciting sealed proposals from qualified entities specializing in Community Visioning Facilitation. The Town will accept four (4) copies sealed in a manila envelope, and one (1) electronic copy submitted via email. All electronic proposals should be saved as a single PDF and may not include any additional attachments.

All proposals shall be received by the Town of Telluride no later than 12:00, noon, local time, March 11, 2022 via mail at P.O. Box 397, Telluride, Colorado; and via email to ptaylor@telluride-co.gov.

Project Location

Telluride, Colorado 81435

Primary Contact

Phil Taylor

Ptaylor@telluride-co.gov

970-728-2170



*Town of Telluride 2022 Community Vision and
Action Plan*

Introduction:

The Town of Telluride (Town) is inviting proposals for community-wide visioning in early 2022 to guide a new Comprehensive Plan. The chosen consultant will work with the Town to design and implement a community engagement process to determine Core Values and Community Ideals. The consultant will be responsible for developing a clearly written Vision for the future that reflects the overall desires of the community, which should be the focus of the Town's Comprehensive Plan prepared later in the year. Additionally, this Vision will establish the framework for an annual community survey program.

Through engagement and dialogue, the Town wishes to define what makes Telluride a livable community where the highest quality of life measures are achieved. The results of this process will set the framework for planning decisions impacting future land uses, economic development, housing opportunities, and social and environmental policy. Most importantly, information gained through this community-wide visioning process will be used to guide the Town's Comprehensive Plan, scheduled to begin in 2022.

A key goal of this process is to help the community articulate tangible and intangible elements that, if lost, would fundamentally change the character of Telluride. The Vision should be broad in scope, but specific in nature to ensure that all ideas and opportunities are heard. An understanding of the unique characteristics of Telluride as a Ski Town must also be considered.

Inquiries concerning this RFP may be made to:

Phil Taylor, Senior Planner at 970-728-2170

ptaylor@telluride-co.gov.

**NOTICE
REQUEST FOR PROPOSALS
TOWN OF TELLURIDE
2022 COMMUNITY VISIONING PROJECT**

PROPOSALS DUE: March 11, 2022

PROJECT NAME: Town of Telluride - 2022 Community Vision and Action Plan

PROJECT LOCATION: Telluride, Colorado

PROJECT DESCRIPTION:

The Town of Telluride seeks proposals to implement comprehensive community visioning to engage the public, invite dialogue, and identify the ideal Telluride without limits or constraints. The Town's goal is to clearly define a vision for our community that can serve as a blueprint for how the Town would like to evolve over the next 15 to 20 years. Total project maximum funds available are Sixty Thousand Dollars (\$60,000).

PROJECT DEADLINES:

Complete Proposals Due: March 11, 2022

Project completion: August 1, 2022

Questions: All questions shall be submitted in writing via email to ptaylor@telluride-co.gov
Responses will be emailed

Contact: Phil Taylor, Senior Planner
Planning and Building Department
ptaylor@telluride-co.gov or 970-728-2170

The Town reserves the right to reject any or all proposals received for any reason. Furthermore, the Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town.

In the absence of the Senior Planner, questions should be directed to Ron Quarles, Director of the Planning and Building Department at rquarles@telluride-co.gov.

I. INTRODUCTION

The Town seeks proposals from an individual or team who will develop a community vision by facilitating community dialogue and determining the desired future for the Town. Experience in accomplishing useful community engagement and developing a well-articulated and clear strategic framework for the future is essential.

The Town is unique as a destination for visitors and part time residents who participate in the annual attractions, festivals, and winter and summer recreational

opportunities. The Town is known for its high level of citizen engagement and community participation in understanding challenges and advancing social, economic and “quality of life” ideals. We believe this project will be a unique and highly rewarding opportunity for the individual or team that will lead this process.

II. PURPOSE OF PROJECT

Through community engagement and dialogue, the Town wishes to define what makes Telluride not just a beautiful ski town but a place with a true sense of community. The results of this process should set the framework for future land use, economic, social, and environmental decisions. A key outcome of this process is to have the community articulate the tangible and intangible elements of our community that, if lost, would fundamentally change the character of Telluride.

The information, opinions and suggestions received during this process will help the Town create and implement a new comprehensive plan for the Town.

III. PROJECT TASKS

Task 1: Development and Presentation of Project Plan with Timeline

The selected finalists will participate in one or more interviews to understand project goals and objectives, and what the Town can expect as the final outcomes reflected in the response to the RFP.

The proposal should include recommended strategies, methods, and resources for successfully completing each element of the project. The proposal should also clearly define roles, tasks and responsibilities throughout the life of the project to ensure it remains on schedule/on budget and reaches a successful conclusion. Please ensure the proposal reflects any critical path issues and provides a clear description of deliverables for each phase of the project. The proposal should identify community stakeholders, production timelines, interview format/listening sessions, community engagement techniques and event schedules. A framework for working with covid constraints will also be mandatory. The selected consultant or organization will also be asked to develop materials in English and Spanish to enable participation from all members of the Telluride community.

The selected consultant or organization will also be asked to assist staff in designing an annual community survey process to inform the decision makers on the progress towards accomplishing community desires that may shift or evolve over time.

Task 2: Implementation

The consultant or organization will develop and deliver a detailed module for public engagement and outreach, including use of web-based and social media applications. The consultant or organization will schedule and conduct an ongoing series of interviews and listening tours with identified stakeholders, as well as individuals and groups of residents, businesses,

non-profit community organizations, and the Telluride R-1 School District.

The consultant or organization will monitor the project progress through weekly conference calls or onsite meetings with staff. The consultant or organization will develop a monthly status report for the Telluride Planning and Zoning Commission and Town Council. In the report, the consultant or organization will ensure any deliverables that were to be completed during the reporting period have been completed to the Town's satisfaction, while also providing recommendations on adjustments to the process plan or planned activities for the upcoming month.

Task 3: Synthesize and Analyze Results

The consultant or organization will guide the development of the final "Town of Telluride 2022 Community Vision and Action Plan" that reflects the Core Values, Community Ideals and establishes a methodology for incorporating the vision into a comprehensive planning process.

Task 4: Telluride Vision 2022 Presentation

The consultant or organization will provide at least three (3) presentations on results of the visioning project. Presentations will be made before the Telluride Planning and Zoning Commission, the Town Council, and other possible outside organizations. Representatives may also be asked to conduct media interviews to share high-level results from the visioning project.

Primary Deliverable:

Town of Telluride 2022 Community Vision and Action Plan

Secondary Deliverables:

- Summary of Stakeholder and Community Interviews
- Community Surveys with direction for implementing an annual survey process
- Graphics/Statement and summary of Community Ideals and Core Values
- Action Plan to begin comprehensive planning process.

IV. FUNDING

The total maximum funds allocated for this project is Sixty Thousand Dollars (\$60,000). All submissions must include a proposed budget or fee schedule. The budget must include all costs, including performance of the services specified.

V. CONTENT OF PROPOSAL

Proposals will be evaluated on the Selection Criteria listed below.

Selection Criteria:

Proposals will be judged on practical terms such as:

- Clarity of proposal and thoroughness of response (completeness of package).
- Adherence to the maximum budget of Sixty Thousand Dollars (\$60,000).
- Experience with community convening, facilitation, and strategic planning.
- Approach and/or vision for the project demonstrated by the applicant's plan and tools proposed to carry out implementation.
- Experience needed to undertake the coordination and execution of the project within the timeline. This includes the ability to work with a team of individuals, including various Town staff, community members, and organizations.
- Professional References: Please provide names and contact information, including phone number and email of three (3) groups who you have worked with in a similar capacity.
- If utilizing third parties for completing the project, list what portion of the project will be completed by third parties and the name of the third parties.
- The nature and extent of requested changes to the Town's standard contract (i.e., unwillingness to comply with insurance/indemnity provision) shall be included in and may count against the proposal.
- The proposal must state the length of time the proposal is valid.

The Town reserves the right to reject any and all proposals for any reason. Proposals lacking required information will not be considered. All submittals are public records in accordance with the Colorado Open Records Act, C.R.S. 24-72-200.1, et seq. The award of contract is subject to approval by Town Council upon the recommendation of the Planning and Zoning Commission.

The Town reserves the right to cancel or modify the terms of this RFP and/or the project at any time for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. The Town will provide respondents written notice of any cancellation and/or modification. Furthermore, the Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town.

VI. SELECTION PROCESS

The Selection Committee will include the following representatives:

Selection Committee Members: P&Z Chair, Town Council Liaison, Historic Preservation Director, Public Works Director, Finance Director, Director of Housing, Planning and Building Director, Program Director, and Senior Planner.

Finalists may be invited to interview with members of the Selection Committee. The Selection Committee will recommend one (1) or more finalists for the project. Proposals will be evaluated on the factors listed in Section V, Content of Proposal. The Selection Committee's recommendations and award of contract pursuant to this RFP are conditioned upon and subject to approval by Town Council based on a recommendation by the Planning and Zoning Commission.

Timeline

The schedule is contingent upon the Town's project schedule and may be changed at any time.

The selection process will proceed on the following schedule:

A. Proposals will be received by the Town by **March 11, 2022**, at Rebekah Hall located at 113 West Columbia Avenue, Telluride, Colorado 81435, Attn: Phil Taylor, Senior Planner. An electronic copy must also be submitted via email to ptaylor@telluride-co.gov as a single PDF. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above. Late submittals or proposals lacking required information will not be considered.

B. A selection committee comprised of Town Staff, the Planning and Zoning Commission Chair, and the Town Council Liaison as described in this section, will review all submitted RFPs. The selection committee will meet during the week of March 14 and/or March 21, 2022.

C. The selection committee may find it necessary to conduct interviews. All interviews for selection process will be conducted no later than April 1, 2022.

D. Award of the contract is subject to approval by Town Council based on a recommendation of the Planning and Zoning Commission. It is anticipated that Town Council will vote on the contract award by **April 19, 2022**.

E. The individual or organization that is awarded the contract will be required to work within an established timeline to complete the entirety of the project no later than **August 1, 2022**.

VII. SUBMISSION OF PROPOSALS

All interested parties responding to the RFP must submit complete responses to the information requested in this section and must note any exceptions to any information contained in the RFP. Applicants shall present information in a clear and concise manner following the format listed below. Proposals lacking required information will not be considered.

A. Proposal

1. **Cover Page:** List the individual or organization's name, project name, and contact information including, but not limited to, email, phone number, and mailing address. Additional information may also include web address, social media links, or other contact information.

2. **Proposal:** Describe your proposal for the project. Explain the proposed budget, schedule, process, and method. Explain how your background relates to the scope of the project as outlined in this proposal. The description must state the length of time the proposal is valid. Provide "Proposed Project Process Plan and Project Schedule" that addresses in detail the methodology and process design you propose using to achieve the project goals/tasks reflected in the draft Tasks and Timeline above. The consultant or organization selected for this project will perform all initial tasks reflected in the tasks and timeline necessary to effectively execute the vision process reflected in their response. Delineate minimum meetings and services resulting in the satisfactory completion of all project objectives and deliverables. It is anticipated this will require the consultant to deliver a monthly status report to measure project progress and to assist the onsite Project Manager: At the conclusion of each visit the consultant or organization and Project Manager will provide a written project status report to the Planning and Zoning Commission and Town Council at regularly scheduled public meetings. These public meetings may be broadcast live and/or captured on video for viewing by the public.

The proposed Project Process Plan should include an hourly breakdown for all tasks and sub tasks reflecting both the level of effort in man hours and the hourly rate and title of the project team member/members assigned to perform each task. The total for this plan should reflect your total fee. Your proposal should include a not to exceed project budget for travel, lodging, per diem and transportation per visit.

3. **Budget:** Project costs will be considered during selection. The maximum amount allocated is Sixty Thousand Dollars (\$60,000). Budget refers to all costs anticipated to be incurred by the individual or organization for the scope of the project including, but not limited to, performance of the services specified, labor, insurance, and materials costs.

B. Statement of Qualifications

1. **Bio.** Identify all key staff members, indicating their respective roles and responsibilities and related experience and qualifications. Include resumes and references. If a team approach is used, provide example of projects completed by the team, and designate a lead team member or firm.

2. **References.** Please provide names and contact information, including phone number and email of three (3) groups who you have worked with in a similar capacity.

Interested individuals and/or firms must submit their Proposal and Statement of Qualifications by **March 11, 2022, 12:00 Noon MST**.

Please submit four (4) hardcopies of the Proposal and Statement of Qualifications. Provide your projected budget as an attachment to your Proposal and Statement of Qualifications. To be considered, four (4) copies of the proposal must be received at Rebekah Hall, Attention: Phil Taylor, Senior Planner, 113 West Columbia Avenue, P.O. Box 397, Telluride, CO 81435 by **March 11, 2022, 12:00 Noon MST**.

In the absence of the Senior Planner, proposals should be submitted to Ron Quarles, Director of the Planning and Building Department at rquarles@telluride-co.gov.

AND

One (1) electronic copy must be submitted. In this instance, all electronic proposals should be saved as a single PDF and may not include any additional attachments. It is the sole responsibility of the applicant to ensure the success of the electronic submission is completed prior to the deadline as stated above. The electronic submissions must be received via email to ptaylor@telluride-co.gov by **March 11, 2022, 12:00 Noon MST**.

Please limit your proposals to 20 pages. Please be concise. The page count does not include index, dividers, or separation sheets that contain no information. Submit all proposals sealed in a manila envelope.

Proposals must be mailed or hand-delivered and submitted electronically to:

Town of Telluride
Planning and Building Department
Attn: Phil Taylor, Senior Planner
Request for Proposal – 2022 Telluride Community Visioning
P.O. Box 397
113 West Columbia Avenue, Telluride CO, 81435

In the absence of the Senior Planner, proposals should be submitted to Ron Quarles, Director of the Planning and Building Department at the mailing address above and rquarles@telluride-co.gov.

AND

ptaylor@telluride-co.gov

When submitting electronically, please include the project name as stated for this RFP in the subject line.

Faxed proposals will not be accepted.

VIII. PREPARATION OF PROPOSALS

A. Failure to Read. Failure to Read the Request for Proposal and these instructions will be at the offeror's own risk.

B. Cost of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offerors. The Town assumes no liability for any costs incurred by offerors throughout the entire selection process. The Town does not recommend expensive or elaborate proposals.

IX. PROPOSAL INFORMATION

A. Equal Opportunity. The Town will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

B. Proposal Ownership. All materials submitted regarding this RFP become the property of the Town and will only be returned at the option of the Town. Information submitted is subject to the Colorado Open Records Act, C.R.S. 24-72-200.1, et seq., C.R.S ("CORA"). Any privileged or confidential information in the proposal should be specifically identified as such by the submitter prior to submission. If any information in the proposal is marked as confidential by the submitter, the submitter in responding to this RFP agrees to indemnify the Town for any and all attorney fees the Town may incur in defending the reasonable withholding of such information. Should the Town receive a request for the release of any information in the submitter's proposal in accordance with CORA, the Town will review the submitter's proposal, giving consideration to the portions that the submitter indicated contained trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, and may release only that information which has not been identified as confidential. If, in the opinion of Town's legal counsel, the Town is nonetheless compelled to disclose any portion of such information to anyone or else stand liable for contempt or suffer censure or penalty, the Town may disclose such information without liability.

C. Rejection of Proposals. The Town reserves the right to reject any or all proposals received. Furthermore, the Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town.

D. Third Parties. If bidder utilizes third parties for completing RFP requirements, list what portion of RFP will be completed by third parties and the name, if known, of the third party.

X. INSURANCE REQUIREMENTS

The selected service provider will bear the risk of loss or damage. All insurance shall be reviewed and approved by the Town of Telluride's Attorney's Office. The coverage will provide protection for all operations by the consultant, any subcontractor or by anyone directly or indirectly employed by either of them.

It is desirable that respondents carry insurance in the approximate amounts set forth below. Responders who carry lower limits should state so in their proposals.

A. Workman's Compensation (As required by Colorado State Law)

B. Comprehensive General Liability

Limits: \$1,000,000 per occurrence for Bodily Injury
 \$1,000,000 per occurrence for Property Damage
 \$1,000,000 aggregate

Coverage extended:

- Premises
- Operations
- Independent Contractors
- Contractual Liability (to cover and hold harmless)
- Completed Operations - Two Years
- Broad Form Property Damage
- X-C-U (explosion / collapse and underground)
- Personal Injury Coverage:
 - Contractor's Employee
 - Person other than employee

C. Automobile Liability:

Limits: \$1,000,000 per person
 \$1,000,000 per occurrence
 \$1,000,000 per occurrence for property damage

Selected respondent will be required to submit a policy endorsement naming the Town of Telluride, Colorado, as an additional insured.

XI. AGREEMENT

The selected consultant or organization will be required to enter into the Town's standard Service Provider/Professional Service Agreement in a form to be approved by the Town's Attorney's Office.

ANY INQUIRIES RELATED TO INDEMNIFICATION OR INSURANCE PROVISIONS CONTAINED IN THE TOWN OF TELLURIDE'S STANDARD AGREEMENT MUST BE SUBMITTED TO THE TOWN NO LATER THAN THE

PROPOSAL/SUBMITTAL DEADLINE. THE TOWN MAY, IN ITS SOLE DISCRETION, CONSIDER SUCH INQUIRIES. ANY CHANGES TO THE TOWN'S STANDARD INSURANCE AND INDEMINIFCATION PROVISIONS SHALL BE APPROVED AT THE TOWN'S SOLE DISCRETION.

Any Service Provider who contracts with the Town of Telluride is required to have a valid Town business license.

If the consultant or organization takes exception to any terms or conditions set forth in this proposal and/or the Sample Agreement and any of its exhibits and attachments, said exceptions must be clearly identified in the response to this RFP. Exceptions or deviations to any of the terms and conditions must be submitted in a separate document accompanying proposal identified as "Exceptions." Such exceptions shall be considered in the evaluation and the award processes. The Town shall be the sole determiner of the acceptability of any exception.

The Town reserves the right to cancel or modify the terms of this RFP and/or the project at any time and for any reason preceding contract award and reserves the right to accept or reject any or all proposals submitted pursuant to this request for proposals. The Town will provide respondents written notice of any cancellation and/or modification. Furthermore, the Town shall have the right to waive any informality or technicality in proposals received when in the best interest of the Town.

Any contract changes must be requested and approved by the Town's Attorney's Office before awarding the contract.

ATTACHMENT - DRAFT TOWN CONTRACT

**AGREEMENT BY AND BETWEEN THE
TOWN OF TELLURIDE AND [PROVIDER LEGAL NAME]**

1 PARTIES

The parties to this Agreement are the Town of Telluride, a Colorado home rule municipality, hereinafter referred to as "Town", and [PROVIDER LEGAL NAME], hereinafter referred to as "Provider" and its successors and assigns.

2 RECITALS AND PURPOSE

2.1 Town desires to engage Provider for the purpose of [PROJECT NAME AND DESCRIPTION] referred to as the "Project".

2.2 Provider represents that it has the special expertise and background necessary to provide Town with the services.

3 SCOPE OF SERVICES

Provider agrees to provide Town with the specific scope of services as depicted in Exhibit A attached hereto and incorporated herein by reference.

4 COMPENSATION

4.1 Town shall pay Provider for services under this Agreement set forth in Exhibit A. Such amount shall be inclusive of all costs of whatsoever nature associated with Provider's efforts as defined in the scope of services, including but not limited to salaries, benefits, expenses, overhead, administration, and profits. No hourly charges shall exceed the hourly rates identified in Exhibit A.]

4.2 The scope of services and payment therefore shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind Town with regard to any payment for any services that exceeds the amount payable under the terms of this Agreement.

4.3 Provider shall submit monthly invoices to Town. Town shall pay invoices within thirty (30) days of receipt unless the work, services and/or documentation are unsatisfactory. Invoices shall document the hours spent on the Project identifying by work category and subcategory the services or work performed for the month, the hours worked by employee, and the hourly rate charged. Town shall have access to backup payroll documentation identifying individual employee, date, and hours worked.

4.4 Any provision of this Agreement or its attachments which impose upon Town, directly or indirectly, any financial obligation whatsoever to be performed or which may be performed in any fiscal year subsequent to the year of execution of this Agreement is expressly made contingent upon and subject to funds for such financial obligation being appropriated, budgeted and otherwise made available.

5 PROJECT REPRESENTATION

5.1 Town designates [TOWN CONTACT], to provide direction to Provider during the conduct of the Project.

5.2 Provider designates [PROVIDER CONTACT] as its Project manager. Town may rely upon the guidance, opinions, and recommendations provided by Provider and its representative. Should Provider's representative be replaced, such replacement shall require approval by

Town, and should such replacement require additional evaluations, coordination, orientations, etc., Provider shall be fully responsible for all such additional costs and services.

6 TERM

Provider's services under this Agreement shall commence on [DATE], any installations shall be completed by no later than [DATE], and the services under this agreement shall terminate on [DATE]. This schedule may be adjusted only by mutual agreement of Provider and Town.

7 INSURANCE

- 7.1** Provider shall not commence any work under this Agreement until it has obtained, at its own cost, all insurance required under subsection 7.3, and Town has approved such insurance. Provider shall not allow any subcontractors to commence work under this Agreement until all similar insurance has been obtained and approved. Continuous coverage must be maintained from the date of commencement through completion of work hereunder, and in the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- 7.2** Provider shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain insurance, or any reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 7.3** Provider shall procure and maintain and shall cause each of its subcontractors to procure and maintain, or shall insure the activity of Provider's subcontractors through its own policy, the following minimum insurance coverages:
- 7.3.1** Professional Liability Insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.3.2** 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 services or work under this Agreement, and Employer's Liability insurance with minimum limits as required by Colorado state law.
- 7.3.3** 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) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Provider's owned, hired or non-owned vehicles assigned to or used in performance of work or services under this Agreement. The policy shall contain a severability of interests provision.
- 7.4** The policies required, except for Workers' Compensation Insurance, and Professional Liability Insurance if applicable, shall be endorsed to include Town and its officers and employees as additional insured. Every policy required shall be primary insurance and any insurance carried by Town, its officers, or employees shall be excess and not contributory insurance to that provided by Provider. Provider shall be solely responsible for any deductible losses under each of the required policies.
- 7.5** Certificates of insurance shall be completed by Provider'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 Town. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has

been given to 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 completing the certificate. Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

Completed certificates of insurance shall be sent to:

Town of Telluride
ATTN: **TOWN CONTACT**
P.O. Box 397
Telluride, CO 81435-0397

- 7.6** Failure on the part of Provider to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and the full amount paid by Town shall be repaid by Provider to Town upon demand, or Town may offset the cost of premiums against any moneys due to Provider from Town.
- 7.7** Town and Provider understand and agree that Town is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities and protections by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Town of Telluride, its officers, or its employees.

8 INDEMNIFICATION

Provider agrees to indemnify and hold harmless Town, and its officers and its employees, consultants, and insurers, from and against all liability, claims, and demands, on account of any 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 the services or work under this Agreement, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, error, professional error, mistake, negligence, or other fault of the Provider, any subcontractor of the Provider, or any officer, employee, or agent of the Provider or any subcontractor, or any other person for whom Provider is responsible or which arises out of any worker's compensation claim of any employee of the Provider or of any employee of the subcontractor of Provider. Provider shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, or demands, and shall bear all costs and expenses related thereto, including court costs and attorney fees. The Provider's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of Town.

9 QUALITY OF WORK

Provider's services and work under this Agreement shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the Telluride area.

10 INDEPENDENT CONTRACTOR

Provider and any persons employed by Provider for the performance of work or services under this Agreement shall be independent contractors and not agents of Town. Any provisions in this Agreement that may appear to give Town the right to direct Provider as to details of performing

services or work or to exercise a measure of control over the services or work under this Agreement, mean that Provider shall follow the direction of Town as to end results of the work only. **As an independent contractor, Provider is not entitled to workers' compensation benefits except as may be provided by the independent contractor, nor to unemployment insurance benefits, unless unemployment compensation coverage is provided by the independent contractor or some other entity. Provider is obligated to pay all federal and state income tax on any moneys earned or paid pursuant to this Agreement.**

11 ASSIGNMENT

Provider shall not assign or delegate this Agreement or any portion thereof, or any moneys due to or become due hereunder without Town's prior written consent.

12 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13 TERMINATION

13.1 Either party may terminate this Agreement for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies that may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by Town for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, Provider will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in Exhibit A, and upon such payment, all obligations of Town to Provider under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies that may be available to it.

14 INSPECTION

Town and its duly authorized representatives shall have access to any books, documents, papers, and records of Provider that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15 ENFORCEMENT

15.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorney fees and related court costs.

15.2 Colorado law shall apply to the construction and enforcement of this Agreement. The parties agree to the jurisdiction and venue of the courts of San Miguel County in connection with any dispute arising out of or in any matter connected with this Agreement.

16 COMPLIANCE WITH LAWS

Provider shall be solely responsible for exercising the professional standard of care to comply with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of Town; for payment of all applicable taxes; for obtaining and keeping in force all applicable permits and approvals, and for maintaining a valid Town of Telluride business license during the term of this Agreement.

17 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement.

18 OWNERSHIP

Provider warrants that all documents, submittals, and/or designs incorporated in the service and/or work hereunder are its original designs and free from infringement of any copyrights or patents of others. Provider understands and agrees that Town shall own and control any and all ideas, concepts, models and information and any rights therein which may be developed or incorporated by Provider during the course of and pursuant to this Agreement with Town and hereby conveys all right, title and interest in any such rights. Such ownership shall include the right to own and control any copyrights or any patents applied for under the laws of the United States or any foreign country. Provider agrees to cooperate fully in the acquisition of any patent protection and to promptly execute any documents which may be necessary for the acquisition or enforcement of such rights, including, but not limited to, the assignment of any patent application or patent issuing there from. The obligation of cooperation shall continue beyond the term of this Agreement. Town agrees to indemnify, defend and hold Provider harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of Provider’s drawings and specifications, except on projects where the Provider has been re-engaged to provide services.

19 NOTICES

Any notices pursuant to this Agreement shall be made in writing by depositing a copy thereof in the United States mail, via certified mail, addressed as follows:

Town of Telluride: Town of Telluride
ATTN: [TOWN CONTACT]
P.O. Box 397
Telluride, CO 81435

PROVIDER: [PROVIDER]
ATTN: [PROVIDER CONTACT]
[MAILING ADDRESS]
[CITY ST, ZIP]

20 EQUAL OPPORTUNITY EMPLOYER

20.1 Provider will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, disability or national origin. Provider 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, sexual orientation, 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. Provider 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.

20.2 Provider shall be in compliance with the applicable provisions of the American with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21 WORKERS WITHOUT AUTHORIZATION

- 21.1** Pursuant to C.R.S. 8-17.5-101 et seq. Provider certifies the following:
 - 21.1.1** Provider shall not knowingly employ or contract with a worker without authorization to perform services under this Agreement.
 - 21.1.2** Provider shall not enter into a contract with a subcontractor that fails to certify to Provider that the subcontractor shall not knowingly employ or contract with a worker without authorization perform services under this Agreement.
 - 21.1.3** Provider has confirmed the employment eligibility of all employees who are newly hired for employment to perform services under this A through participation in either:
 - 21.1.3.1** the E-verify Program, (the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program); or
 - 21.1.3.2** the Department Program (the employment verification program established pursuant to C.R.S. 8-17.5-102(5)(c)).
 - 21.1.4** Provider shall not use the E-verify Program or the Department Program to undertake pre-employment screening of job applicants while this Agreement is in effect.
 - 21.1.5** If Provider obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with a worker without authorization, Provider shall:
 - 21.1.5.1** notify subcontractor and Town within three days that Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - 21.1.5.2** terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph, the subcontractor does not stop employing or contracting with the worker without authorization. Except that Provider shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
 - 21.1.6** Provider shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment undertakes pursuant to C.R.S. 8-17.5-102(5).
- 21.2** If Provider violates these workers without authorization provisions, Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated Provider shall be liable for actual and consequential damages to Town.
- 21.3** Town shall notify the Office of the Secretary of State if Provider violates these provisions and Town terminates this Agreement for that reason pursuant to C.R.S. 8-17.5-102(4).

22 SIGNATURES

This Agreement is entered into as of the _____ day of _____ 2021.

PROVIDER: [PROVIDER LEGAL NAME]:

[SIGNOR'S NAME] Date
[SIGNOR'S TITLE]

TOWN: TOWN OF TELLURIDE

ATTEST:

Ross Herzog Date
Town Manager

Tiffany Kavanaugh Date
Town Clerk

Approved as to form:

Approved:

Kevin Geiger Date
Town Attorney

[DEPARTMENT HEAD] Date
[DEPARTMENT] Director

DRAFT