

Town of Carbondale

REQUEST FOR BIDS - 2024 CHIP SEAL PROGRAM

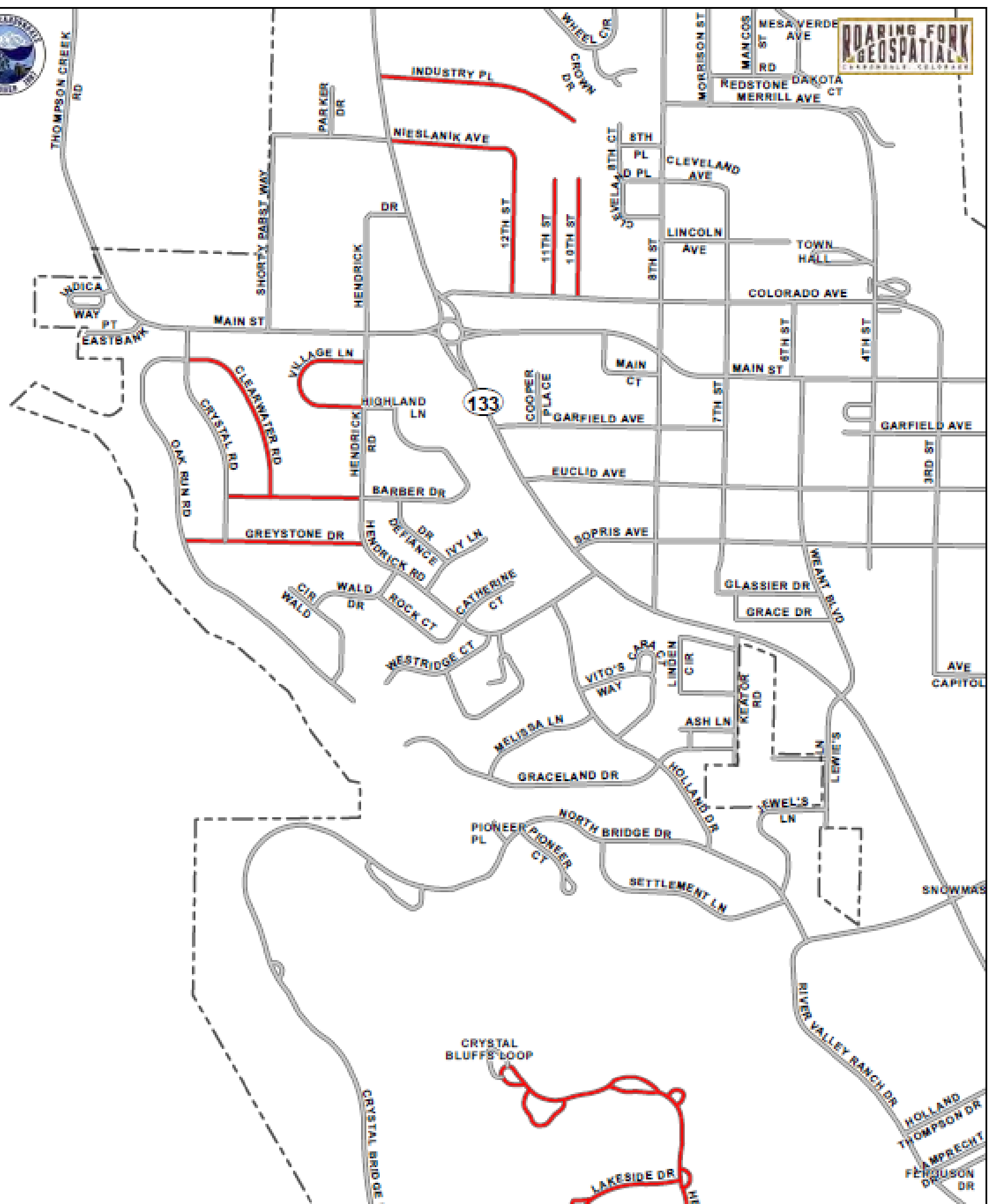
The Town of Carbondale is accepting bids from local qualified contractors to perform work on the 2024 Chip Seal program. **Sealed bids will be received until 11:00 am February 27, 2024**, by the Town of Carbondale, 511 Colorado Avenue, Carbondale, Colorado 81623, at which time the bids will be opened and read aloud. Specifications and contract documents can be found on the Town of Carbondale website, or at Town Hall. Work on this project cannot begin prior to May 13, 2024, and must be complete by June 30, 2024. No chip seal work will be allowed on residential roads on Tuesdays as Tuesdays are residential trash and recycling collection days.

The Chip Seal Program consists of applying asphaltic binder and aggregate meeting CDOT No. 8 specifications on approximately 37,005 square yards of street surface. All work shall meet, at a minimum, the Town of Carbondale Chip Seal Surfacing Specifications. A list of the streets scheduled to be chip sealed are included (see Street Listing). The Town has a limited budget for the 2024 Chip Seal program and therefore reserves the right to adjust the quantities to fit within the financial limits of the program based on the bids received. The listed square yard measurements are estimates for bidding purposes only and the final square yardage will be determined at the end of the project.

The successful bidder will be expected to enter into an Agreement for Professional Services with the Town (see attached Agreement). Bids shall be submitted on the bid form attached to the request for proposals.

**2024 Town of Carbondale Chip Seal Program
STREET LISTING**

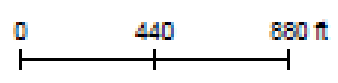
Road	From	To	Square Yards
Barber Drive	Crystal Road	Hendrick Drive	2,770
Clearwater Road	Barber Drive	Crystal Road	3,700
Greystone Drive	Oak Run Road	Hendrick Drive	3,500
10 th Street	Colorado Avenue	End	1,760
11 th Street	Colorado Avenue	End	1,575
12 th Street	Colorado Avenue	Nieslanik Avenue	1,945
Nieslanik Avenue	12 th Street	Hwy. 133	3,648
Heritage Drive	Crystal Bridge Drive	End	8,825
Lakeside Drive	Heritage Drive	End	2,175
Cedar Creek Drive	Heritage Drive	End	2,875
Village Lane	Hendrick Drive	Hendrick Drive	3,100
Industry Place	Hwy. 133	End	3,225
		Total:	37,005



Road	From	To
Barber Drive	Crystal Road	Hendrick Drive
Clearwater Road	Barber Drive	Crystal Road
Greystone Drive	Oak Run Road	Hendrick Drive
10th Street	Colorado Avenue	End
11th Street	Colorado Avenue	End
12th Street	Colorado Avenue	Nieslanik Avenue
Nieslanik Avenue	12th Street	Hwy. 133
Heritage Drive	Crystal Bridge Drive	End
Lakeside Drive	Heritage Drive	End
Cedar Creek Drive	Heritage Drive	End
Village Lane	Hendrick Drive	Hendrick Drive
Industry Place	Hwy. 133	End

Chip Seal and Crack Seal 2024

- No
- Yes



**Town of Carbondale
2024 Chip Seal Program Bid Form**

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Chip Seal Surfacing	37,005	SQYD		

Unit Price in words: _____ **dollar/s and** _____ **cents per square yard**

Note: When evaluating the bids, any discrepancy between the listed Unit Price and Total will be settled in favor of the Unit Price in words

Bid submitted on behalf of: _____
(Company)

Bid submitted by: _____
(Name and title of authorized agent)

Date of bid: _____

2024 Town of Carbondale Chip Seal Surfacing Specifications

GENERAL

Scope

Work shall consist of all labor, materials, equipment, traffic control and safety devices required for chip sealing of the roads listed in the construction schedule. All work shall be done in accordance with the 2019 Colorado Department of Transportation “*Standard Specifications for Road and Bridge Construction*” unless modified herein. The Bidder is required to examine carefully the site of the proposed work. They shall satisfy themselves as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications. The submission of a Bid shall be evidence that the Bidder has made such examination.

MATERIALS

Bituminous Material

The asphalt binder shall be CRS-2P and shall be in accordance with Section 702 of the 2019 Colorado Department of Transportation “*Standard Specifications for Road and Bridge Construction*”.

Aggregate for Cover Coat Material

The aggregate for cover coat material (3/8”) shall meet the requirements of Section 703.05 of the 2019 Colorado Department of Transportation “*Standard Specifications for Road and Bridge Construction*” with the following additional conditions:

- Gradation shall conform to the No. 8 gradation as specified in Table 703-01 with no more than one percent passing the No. 200 sieve.
- The aggregate shall be washed.

CONSTRUCTION REQUIREMENTS

Per 2019 Colorado Department of Transportation “*Standard Specifications for Road and Bridge Construction*”, Subsection 409.04 through 409.08, with the following modifications:

409.04 – Weather Limitations

- Bituminous material shall not be applied on a damp surface, temperature below 60°F, or when weather conditions would prevent the proper construction for the seal coat.

409.07 – Applying Asphalt Emulsion

- The asphalt emulsion shall be applied at a rate of 0.36 to 0.40 gallons per square yard.
- The spraying of emulsified asphalt shall be conducted as to provide a seal at the joint between the edge of the concrete gutter and the adjoining road surface. Spraying

widths necessary to cover the width of the road shall be calculated to keep the amount of the oil on any gutter or other concrete surfaces to a minimum. Hand spraying may be necessary where road widths are irregular.

409.08 – Application of Cover Coat Material

- After the first lane of a two-lane road is chipped, the loose chips shall be swept back from the centerline for at least 6-inches, and the second lane bituminous and chip shall overlap 6-inches onto the first lane application.
- Where applicable, excess material shall be swept from the entire surface by means of rotary power brooms within 24-hours after application of cover coat material. Said excess material shall be collected and disposed of at a location specified by the Town.
- Unless otherwise approved by the aggregate for cover coat material shall be applied at a rate of 20 to 30 pounds per square yard.
- A fog seal will NOT be applied to the surface of the completed chip seal.

METHOD OF MEASUREMENT

Chip seal coat will be measured by the square yard. The roadway will be measured at random locations to obtain an average width per lane.

BASIS OF PAYMENT

The accepted quantities of chip seal coat will be paid for at the contract unit price per square yard to the nearest yard. Payment shall include all labor, materials, equipment and accessories, sweeping, traffic control, public notification, materials and application of seal coat as specified.

CONSTRUCTION ZONE TRAFFIC CONTROL AND PUBLIC NOTICE

Construction zone traffic control shall be in accordance with the 2009 Manual on Uniform Traffic Control Devices, Part 6. The Contractor will coordinate public notice with the Town of Carbondale Public Works Department. The Town will provide radio, television and newspaper announcements. The Town will notify emergency services and trash services. The contractor shall provide door-to-door posting of notifications. Notifications shall be handed out no later than three-days in advance of the work in each area. The notifications shall contain, at a minimum, the following information:

1. Date and time streets will be blocked off and cleared of vehicles for seal coating
2. Date and time for sweeping.
3. Contractors contact information.
4. Town of Carbondale contact information.

The Town of Carbondale will coordinate the towing of vehicles, if required.

The Contractor shall coordinate with the Town on the timing of work on Roaring Fork Avenue.

MANHOLE LIDS, VALVE BOXES AND EXISTING THERMOPLASTIC PAVEMENT MARKINGS

Manhole lids, valve box covers and existing thermoplastic pavement markings within the road to be chip sealed shall be clean when process is completed. These fixtures shall be covered with roofing felt or other suitable material prior to sealing. The covering shall be removed immediately after the road is chipped.

**2024 Town of Carbondale
Chip and Seal Program**

**CONSTRUCTION AGREEMENT
(unit prices)**

THIS AGREEMENT is entered into by and between _____, a Colorado _____, <ADDRESS> (“Contractor”), and the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (“Town”). This Agreement is to be effective _____, regardless of the date of signature(s) below.

For good and valuable consideration, the parties agree as follows:

1. **Work.** The Town desires to complete chip seal improvement work, within the Town of Carbondale as described in Attachment A. All of the Work will be directed and overseen by the Town’s Public Works Director. Contractor is willing to perform this Work upon request of the Public Works Director at the rates set forth in Attachment B.
2. **Compensation.** Contractor will be paid for the work to be performed pursuant to this Agreement at the unit prices for chip and seal application set forth on Attachment B (“Contractor’s Compensation”). Contractor shall provide the Town with a performance and payment bond in an amount no less than 100% of the cost of the project in accordance with C.R.S. § 38-26-106 (2016). Any cost associated with the bond shall be included in the unit price for the work performed, and shall not be compensated directly.
3. **Payment.** In consideration for Contractor's performance of the Work, and subject to satisfaction of the Town and acceptance of the same by the Town, Contractor's Compensation shall be payable to Contractor in one payment for Work completed, based on Applications for Payment submitted by Contractor and approved by the Town. Town shall make said payment for the Work to Contractor no later than thirty-one (31) days after the Work is completed and accepted by Town. It shall be a condition precedent to the payment of Contractor that Contractor submits waivers and assignments of liens and such other documents, papers and statements as may be requested by and all in a form reasonably acceptable to Town. Title to all materials shall pass to Town upon final payment. Town may make the check for full and final payment payable jointly to Contractor and any of its subcontractors, material suppliers, laborers or equipment suppliers, and the amount so paid will apply to the Contractor’s Compensation.
4. **Independent Contractor Status.** Contractor shall perform all services and procure all materials as an independent contractor, retaining complete control over Contractor’s personnel, any subcontractors, and operations.
5. **Records.** Contractor shall keep full and detailed accounts as may be necessary for proper financial management under this Agreement. The Town shall be afforded access to all the Contractor's records relating to this Agreement or the Work.
6. **Immigration Compliance.** The Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract nor contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

The Contractor will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program established under Pub. L. 104-208 or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S.

The Contractor shall not use either the E-Verify Program or the State verification program procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, the contractor shall notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and 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. The Contractor 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.

The Contractor shall also comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to C.R.S. 8-17.5-102(5).

If Contractor fails to comply with any requirement of this provision or §§8-17.5-101 *et seq.*, C.R.S., the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to the Town arising out of said violation.

7. **Contractor's Obligations.** All work performed by the Contractor shall be performed in a workmanlike manner, pursuant to industry standards and all applicable Carbondale Municipal Code provisions, and subject to Town's satisfaction and approval. The Contractor shall clean up all debris generated by its work and shall keep mud from the street and near the site. Contractor shall also perform as follows:

a. Contractor shall supervise and direct the Work, using Contractor's best skill and attention, and Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under this Agreement. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary to complete each Job in a workmanlike manner in strict accordance with the Contract Documents. Contractor accepts the relationship of trust and confidence established between the Town and Contractor by this Agreement. Contractor represents, covenants and agrees to furnish efficient business administration and superintendence, 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.

b. Contractor warrants to the Town that all materials incorporated in the Work will be new unless otherwise specified in the Contract Documents, that all Work and materials will be free from faults and defects not inherent in the quality required or permitted under the Contract

Documents, and that all Work and materials will be in conformance with the Contract Documents and all applicable requirements of local building codes and zoning requirements and all federal, state and local rules, regulations, orders, statutes and ordinances. Any Work not conforming to these requirements shall be considered defective.

c. Contractor shall at all times keep all worksites and all adjacent trails and public streets free from accumulation of waste, materials or rubbish caused by Contractor's operations and shall at all times maintain a neat and orderly work area as required by Town. At the completion of the Work, the Contractor shall remove all such waste, materials and rubbish from and about the Premises, as well as Contractor's tools, construction equipment, machinery and surplus materials. Contractor shall comply with any and all provisions of applicable law with respect to the transportation, handling, use, storage, disposal, removal and disposal of hazardous material, hazardous substances or hazardous waste in accordance with all applicable law or governmental regulations, including any governmental order or requirement for cleanup or remedial work arising out of Contractor's transportation, handling, use, storage or disposal of such hazardous materials on or about the Premises.

d. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to (a) all employees on the Work and other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated herein, and (c) other property at the site or adjacent thereto. Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. Where consideration of labor, equipment or safety is involved, Contractor is solely responsible for all decisions and Town shall not incur any liability as a result of Contractor's decisions.

e. All claims which Contractor has or wishes to assert against Town must be presented in writing to Town not later than ten (10) days after Contractor is aware or should have been aware that a claim will or does exist, or such longer time as may be required by law, even though the exact nature of the claim and the amount of the claim may not be determinable at that time. The nature of the claim and the amount of the claim must be presented to Town in writing as soon thereafter as Contractor has or should have had such information, and Contractor hereby waives all claims not presented as provided herein.

f. Upon request of Town, Contractor shall submit for Town's review and approval a schedule ("Schedule") for the performance of the Work. When the Schedule is approved by Town, it shall not be exceeded by Contractor except as may be approved in writing by Town, provided however that, although time is of the essence, the Contractor shall not be responsible for delays caused by matters outside of Contractor's or its sub-contractors' control. In no case shall the completion date listed on the schedule be beyond the completion date listed in paragraph 11.

g. Contractor shall promptly pay all bills and charges for its materials, labor and other costs in connection with the Work and shall keep the project site and all improvements thereon free and clear of any liens, charges or claims of Contractor or its subcontractors, material suppliers, employees and agents. In the event a lien shall be filed in connection with the Work, Contractor shall, at its own cost, cause such lien to be discharged within ten (10) days from recordation of the lien. In the event Contractor fails to discharge the lien when required hereunder, Contractor shall be immediately liable to the Town and shall pay to the Town all costs, damages and losses incurred

by the Town in connection with such lien, including but not limited to attorneys' fees, costs resulting from delay in closing sales, and the cost of bonds to release the lien.

8. **INDEMNITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ALL OTHER OWNERS OF LAND UPON WHICH THE WORK WILL OCCUR, AND THEIR RESPECTIVE AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, HEIRS, LEGAL REPRESENTATIVES, DEVISEES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING, WITHOUT LIMITATION, CLAIMS AND LIABILITIES RELATING TO BODILY INJURY OR PROPERTY DAMAGE), DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO THIS AGREEMENT OR THE WORK, INCLUDING, WITHOUT LIMITATION, ANY FAILURE BY CONTRACTOR OR ITS SUBCONTRACTORS TO PROPERLY PERFORM THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, OR NEGLIGENCE OR MISCONDUCT OF CONTRACTOR OR CONTRACTOR'S OFFICERS, AGENTS, EMPLOYEES, OR SUBCONTRACTORS. THIS INDEMNITY OBLIGATION SHALL INCLUDE PAYMENT OF ANY ATTORNEYS' FEES OR COSTS INCURRED BY THE TOWN IN DEFENSE OF ANY INDEMNIFIED CLAIM.

9. **Insurance.** Contractor will also obtain, pay for and maintain the coverage and amounts of insurance coverage not less than those below and will provide the Town with certificates issued by insurance companies satisfactory to Town to evidence such coverage prior to the commencement of any work, and upon renewal or change in any such policy. The Town shall be named as an additional insured on all such policies. Contractor will procure and maintain the following types of insurance at limits no less than stated below:

a. Workers' Compensation complying with the laws of the State of Colorado and Employer's Liability Insurance in an amount not less than \$1,000,000.00, as well as any similar coverage required for this work by applicable federal or state law.

b. Comprehensive Automobile Liability Insurance in an amount not less than \$1,000,000.00 combined single limit.

c. Commercial General Liability Insurance with an installation floater in an amount not less than \$1,000,000.00 per occurrence, specifically insuring Contractor's indemnification obligation under this contract.

Each of the above-named policies shall be issued by an insurer acceptable to Town and be on a form satisfactory to Town, with exclusions and deductibles acceptable to Town, whose approval shall not be unreasonably withheld. The Workers' Compensation and Employer's Liability Insurance shall include a Waiver of Subrogation in favor of the Town. In addition, the Town, shall be named as an additional insured on the Comprehensive Automobile Liability policy and the Commercial General Liability policy (by endorsement form number CG 20 26, which policies must provide coverage to the Town that is primary with respect to any other insurance carried by said entities. Additional insured coverage shall include products and completed operations coverage. Certificates of Insurance evidencing the above insurance coverage shall be furnished to Town before Contractor starts any Work. Policies shall be furnished to Town upon

request. Insurance similar to that required of Contractor shall be provided by all subcontractors to cover their operations performed under this Agreement; provided, however, that the limits of such insurance may be adjusted in accordance with the nature of each subcontractor's operations. Contractor shall maintain Certificates of Insurance from all subcontractors, enumerating, among other things, the waivers in favor of, and insured status of, the Town as required herein, and shall provide to Town a copy of each Certificate of Insurance from each subcontractor upon request.

10. **Subcontractors.** The subcontracting of any of the Work shall not relieve Contractor of any of its liabilities or responsibilities under the Contract Documents. Subcontracting will be performed only with the permission of the Town. Contractor shall make prompt payment to its subcontractors for Work performed and/or materials supplied. Any retainage on payments due subcontractors shall be made only after Contractor consults with the Town and obtains the Town's prior written consent and approval.

11. **Timing.** Time is of the essence. All Work shall be completed by Contractor between May 13, 2024, and June 30, 2024, unless otherwise agreed in writing by the Town Manager or Public Works Director and Contractor. Additionally, no chip sealing operations may occur on Tuesdays during this timeframe as this is trash day, and all roads being chip sealed are residential in nature.

12. **Performance.** Payment may be withheld by the Town on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment, (4) damage to Town or another contractor, or (5) failure to timely carry out the Work in accordance with the Contract Documents. The acceptance of final payment by Contractor shall constitute a waiver of all claims by Contractor in connection with the Work except those previously made in writing and identified by Contractor as unsettled on Contractor's Application for Payment for the Work.

13. **Lien Waivers.** At the time of final payment for each work item or project requested by the Town, the Contractor shall deliver to the Town a final lien waiver. Final payment shall be made only after the work item or project has been fully performed by the Contractor and the Town has accepted the Work.

14. **Change orders.** The Town may order changes in the Work consisting of additions, deletions or modifications, the Contractor's Compensation and time for completion being adjusted accordingly. All such changes in the Work shall be authorized by written Change Order signed by the Town. The Contractor's Compensation and time for completion may be changed only by Change Order. Cost or credit to the Town from a change in the Work shall be determined by mutual agreement. No aspect of the Contract Documents provided after the date of this contract shall be deemed a change in the Work, unless the particular Contract Document represents a change in the scope of Work (including detail) which was not and could not have been reasonably inferred or anticipated by Contractor, as an experienced and prudent contractor.

15. **Breach waivers.** In the event that either party hereto waives a breach of this Agreement by the other party, such waiver shall not be deemed to be or be construed a waiver of any subsequent breach of the terms hereof.

16. **Defective Work/Corrections/Warranties.** Contractor shall promptly correct any Work found to be defective within two years from the date of completion of the work item or project or within such longer period of time as may be prescribed by law. Contractor also guarantees all equipment, material, supplies, and work furnished on the job against defects for two years from final completion of the Work. Contractor agrees, at its sole cost, to make all repairs and correct such defects under the warranty. Failure to correct such defects within the required time shall constitute a breach of this Agreement. Contractor expressly agrees that all warranties made by Contractor in this Agreement shall survive the termination of this Agreement and completion of the Work.

17. **Termination.**

a. If Contractor does not fully comply with the terms of this Agreement or any other contract documents, then the Town may, without prejudice to any other right or remedy and after giving Contractor seven (7) days prior written notice and opportunity to cure the breach, terminate the services of Contractor.

b. The Town may also, at any time, terminate for its own convenience any part of the Work or all remaining Work for any reason whatsoever by giving written notice to Contractor specifying the part of Work to be terminated and the effective date of termination. Contractor shall continue to prosecute the part of the Work not terminated. If any part of the Work is so terminated, Contractor shall be entitled to payment for actual costs directly related to Work thereafter performed by Contractor in terminating such Work including cancellation charges of subcontractors and material suppliers, provided such Work is authorized by Town. In case of such termination, the Town will issue a Change Order making any required adjustment to the scheduled date of completion and/or the Contractor's Compensation for the Work.

c. In the event of termination, the Town may offset against any sum due Contractor under the Contract Documents the amount of any obligations of Contractor to the Town, whether or not arising out of this Agreement.

18. **Dispute Resolution.** This Agreement shall be construed, interpreted and governed by the laws of the State of Colorado. In the event that legal proceedings are instituted by either of the parties for enforcement of this Agreement, such proceedings shall be brought in the Garfield County District Court. The prevailing party in any such dispute shall be entitled to an award of reasonable attorneys' fees and costs, including expert witness fees.

19. **Binding Effect/Assignment.** This Agreement shall be binding upon the parties hereto, their partners, successors and assigns. This contract and the documents incorporated herein by reference constitute the entire agreement between the parties and may be altered, amended or repealed only by duly executed written agreement. Neither party will assign the contract without the written consent of the other. Contractor will not be relieved of any of the responsibilities of this contract by assigning or subcontracting the work or any portion thereof.

20. **Town Budgeting/TABOR compliance.** The Town has appropriated funds out of its 2024 budget in the amount of Contractor's Compensation. Nothing in this contract shall be construed as a multi-year budgetary obligation and, pursuant to C.R.S. 24-91-103(6), no change order shall issue which causes the aggregate amounts to be paid by the Town pursuant to this contract to exceed the amount appropriated.

21. **Equal Opportunity Employer.** Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Engineer 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. 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. Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990, as enacted and from time to time amended, and any other applicable federal, State, or local laws and regulations.

22. **Governmental Immunity.** Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under §24-10-1, et seq., C. R. S., as amended.

23. **Negotiation and Drafting of Agreement.** The parties agree and acknowledge that both parties have participated in the negotiation and drafting of this Agreement and no presumption shall exist in favor of either party hereto. This Agreement shall not be construed against either party merely because of said party's drafting of this Agreement.

24. **Agreement Administration and Notice.** For purposes of administering this Agreement, the Town's Public Works Director shall represent the Town in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the Town: Town Manager
 Town of Carbondale
 511 Colorado Avenue
 Carbondale, CO 81623

Copy to: Town Attorney
 Town of Carbondale
 511 Colorado Avenue
 Carbondale, CO 81623

To Contractor:

25. **Entire Agreement.** This Agreement shall be binding upon the parties hereto, their successors and assigns. This contract and the documents incorporated herein by reference

constitute the entire Agreement between the parties and may be altered, amended or repealed only by duly executed written Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, 2024.

TOWN:

TOWN OF CARBONDALE
a Colorado home rule municipal corporation

By: _____
Ben Bohmfalk, Mayor

ATTEST:

CONTRACTOR:

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

The foregoing AGREEMENT was acknowledged before me this ____ day of _____, 2024 by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public