

**AN AGREEMENT BY AND BETWEEN THE TOWN OF FIRESTONE  
AND PLUMMER ASSOCIATES, INC.  
FOR ENGINEERING SERVICES**

**1. PARTIES**

The parties to this Agreement are the **Town of Firestone**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **Plummer Associates, Inc.**, a Texas corporation, hereinafter referred to as the "Consultant".

**2. RECITALS AND PURPOSE**

- 2.1. The Town desires to engage the Consultant for the purpose of providing engineering services as further set forth in the Consultant's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2. The Consultant represents that it has the special expertise, qualifications and background necessary to complete the Services.

**3. SCOPE OF SERVICES**

- 3.1. The Consultant agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. The Consultant shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Consultant acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.
- 3.2. In addition to the Services described in Exhibit A, the Town may prepare, with the assistance of Consultant, work orders, containing, at a minimum, the following information: (1) the specific tasks and deliverables Consultant must perform; (2) Consultant's budget; (3) the Town's maximum payment obligation under the subject work order; and (4) the completion date for the subject work order. Consultant shall be compensated for work orders on an hourly basis at the hourly rates set forth in Exhibit A, subject to the agreed upon maximum payment obligation. After the work order has been finalized and agreed to by the Town and Consultant, the Town may issue a notice to proceed obligating Consultant to begin performance of the subject work order. Consultant shall not commence work on any work order until it has received the applicable notice to proceed. Notice to proceed may be sent by email.
- 3.3. The Town reserves the right to amend any work order that has been issued under this Agreement by altering, reducing, increasing, or eliminating specific tasks and deliverables. If the Town desires to amend a work order that has been issued, then the Town shall notify Consultant of the contemplated change ("Notice of Change Order"). Upon receiving the Notice of Change Order Consultant shall provide: (1) an estimate of the increase or decrease, if any, to Consultant's budget due to the contemplated change and (2) the estimated change in the completion date of the subject work order, if any. The Town may instruct Consultant in the Notice of Change Order to suspend work on any identified task or deliverable affected by

a contemplated change, pending the Town's decision to proceed with the change. When instructed, Consultant shall suspend work on any identified task or deliverable affected by a contemplated change. If it elects to make the change, the Town shall issue a change order amending the subject work order and providing Consultant with a corresponding Notice to Proceed. Consultant shall not commence work on any change order until it has received the applicable notice to proceed.

#### **4. COMPENSATION**

- 4.1. The Town shall pay the Consultant for services requested and rendered under this Agreement as set forth in Exhibit "A". The Town's maximum payment obligation under this Agreement, excluding work orders finalized and agreed to by the Town and Consultant, shall not exceed the not-to-exceed amount set forth in Exhibit A. The Town shall pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.) which are deemed necessary for performance of the services and which are pre-approved by the Town Manager. The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside consultant fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2. The Consultant shall submit monthly an invoice to the Town for the per-month amount set forth in Exhibit A for Services rendered in the previous month, and a detailed expense report for pre-approved, reimbursable expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Consultant shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefore are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

#### **5. PROJECT REPRESENTATION**

- 5.1. The Town designates Julie Pasillas, Director of Public Works, as the responsible Town staff to provide direction to the Consultant during the conduct of the Services. The Consultant shall comply with the directions given by the Director of Community Development and such person's designees.
- 5.2. The Consultant designates Patrick O'Brien, Principal, as its principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Patrick O'Brien, and such replacement require the Town or the Consultant to undertake additional reevaluations, coordination, orientations, etc., the Consultant shall be fully responsible for all such additional costs and services.

#### **6. TERM**

The term of this Agreement shall be December 26, 2022 to December 25, 2023, unless sooner terminated pursuant to Section 13, below. The Consultant's services under this Agreement shall commence upon execution of this Agreement by the Town and shall progress so that the Services are completed in a timely fashion consistent with the Town's requirements. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Firestone Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, the Town shall immediately notify Consultant of such occurrence, and this Agreement shall terminate effective December 31 of the then-current fiscal year.

## **7. INSURANCE**

- 7.1. The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
- 7.1.1. Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract. Evidence of qualified self-insured status may be substituted.
  - 7.1.2. Automobile liability and physical damage insurance for any vehicle used in performing services for the Town, in amounts not less than prescribed by Colorado law (currently \$25,000 per person/\$50,000 per accident bodily injury and \$15,000 per accident property damage).
  - 7.1.3. Professional liability insurance against errors and omissions with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
  - 7.1.4. General liability insurance with minimum combined single limits of \$2,000,000.00 each occurrence and \$2,000,000.00 aggregate.
- 7.2. The Consultant's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interests' provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3. Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect,

and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Consultant from the Town.
- 7.5. The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

## 8. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if and to the extent such injury, loss, or damage is caused by the negligent act, or omission, of the Consultant or any subcontractor of the Consultant, or any officer, employee, or agent of the Consultant or any subcontractor, or any other person for whom Consultant is responsible. The Consultant shall bear all other costs and expenses incurred by the Town or Consultant and related to any such liability including but not limited to court costs, expert witness fees and reasonable attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Consultant. Notwithstanding the foregoing, Consultant's duty to defend, indemnify and hold harmless the Town, and its elected and appointed officials and its employees as set forth in this section shall only arise upon determination, by adjudication, alternative dispute resolution, or mutual agreement between Consultant and the Town, of the Consultant's liability or fault. The Consultant's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town or its elected and appointed officers and its employees.

## 9. QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of services of a similar nature in the Denver metropolitan area.

## 10. INDEPENDENT CONTRACTOR

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the Town. Any provisions in this Agreement that may appear to give the Town the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the Town as to end results of the work only. **As an independent contractor, Consultant 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. The Consultant is obligated to pay all federal and state income tax on any moneys earned**

or paid pursuant to this contract.

**11. ASSIGNMENT**

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due or to become due hereunder without the 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. This Agreement may be terminated by either party 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 at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2. In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

**14. INSPECTION AND AUDIT**

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

**15. DOCUMENTS**

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services ("Consultant Deliverables") are and shall remain the exclusive property of the Town. All Consultant Deliverables shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Consultant shall not provide copies of any such material to any other party without the prior written consent of the Town.

The Town shall not make any modification to the Consultant Deliverables without the prior written authorization of the Consultant. Any and all liability arising out of unauthorized changes made to Consultant Deliverables by the Town or persons other than Consultant, its employees, officers, agents or subcontractors, is waived against Consultant.

**16. ENFORCEMENT**

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

**17. COMPLIANCE WITH LAWS; WORK BY ILLEGAL ALIENS PROHIBITED**

17.1. Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

17.2. Exhibit B, the "Town of Firestone Public Services Contract Addendum-Prohibition Against Employing Illegal Aliens", is attached hereto and incorporated herein by reference. There is also attached hereto a copy of Consultant's Pre-Contract Certification which Consultant has executed and delivered to the Town prior to Consultant's execution of this Agreement.

**18. INTEGRATION AND AMENDMENT**

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

**19. NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email, addressed to the party for whom it is intended at the following addresses:

If to the Town:

Town of Firestone  
Attn: Director of Public Works  
9950 Park Avenue  
Firestone, Colorado 80520  
Telephone: (303) 833-3291  
Email: jpasillas@firestoneco.gov

If to the Consultant:

Patrick O'Brien  
Plummer Associates, Inc.  
1221 Auraria Parkway  
Denver, CO 80204  
Telephone: (720) 774-6140  
Email: pobrien@plummer.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on email receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

**20. EQUAL OPPORTUNITY EMPLOYER**

20.1. Consultant will not discriminate against any employee or applicant for employment because

of race, color, religion, age, sex, disability or national origin. Consultant 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. Consultant 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. Consultant 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.

## **21.0 GOVERNING LAW, DISPUTE RESOLUTION, VENUE & SEVERABILITY**

The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement. For the resolution of any dispute arising hereunder that cannot be resolved through negotiation between the parties, the Town and the Consultant agree that the dispute shall be submitted to nonbinding mediation prior to either party resorting to litigation. Mediation costs shall be borne equally by the parties. Notwithstanding the foregoing, nonbinding mediation shall not be required for determinations of liability or fault pursuant to section 8 of this Agreement. Any dispute not resolved through negotiation or mediation shall be resolved in the District Court of Weld County of the State of Colorado, and in no other court. If any provision of this Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

## **22.0 NO THIRD PARTY BENEFICIARIES**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Consultant. The Consultant's services under this Agreement are being performed solely for the Town's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of Services hereunder.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the Town.

**Town:**

Town of Firestone

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Consultant:**

Plummer Associates, Inc.

By: \_\_\_\_\_

Print Name: Patrick O'Brien

Title: Principal

Date Signed: February 2, 2023

**Attest**

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attest**

Print Name: Kelly Fearney

Title: Project Manager



## Exhibit A – Scope of Services

Plummer will provide professional services based upon our understanding of the project and its objectives. The 2023 scope of services includes construction phase services including full-time onsite observation up to an estimated final completion date of April 30, 2023. Office Engineering with final pay app review and project close-out to occur through May of 2023. The Construction Phase services for the St. Vrain Water Treatment Plant will include:

- Project Management
- Progress Meetings (participation in weekly progress meeting with the Contractor and coordination of monthly Owner-Engineer progress meetings)
- Office Engineering (Submittal Review, RFI's, WCD's, FO's, RFCO's)
- Full time Resident Project Representative services
- Observation and assistance during start-up and performance testing
- Coordination with Owner, Contractor, and Building Department
- Preparation of close-out documentation and record drawings
- CMAR Application for Payment Reviews

The services included in this scope of work include Resident Project Representative (RPR) services. RPR services are used to provide onsite representation of the Engineer and Owner during the Construction phase and to provide more extensive observation of the Contractor's work.

### Resident Project Representative (RPR) Services

Plummer will provide Resident Project Representative (RPR) services professional services based upon our understanding of the project and its objectives and in accordance with EJCDC E-500, Agreement Between Owner and Engineer for Professional Services and in-particular Exhibit D Duties, Responsibilities, and Limitations of Authority of Resident Project Representative. In summary, the duties are to:

- 1) Provide regular representation onsite, including field checks of materials and installed equipment and to provide further protection for Owner against defects and deficiencies in the Work.
- 2) Review and confirm progress schedule, shop drawings, schedule of values, and verification of completion of work included on pay applications.
- 3) Serve as onsite liaison between the Engineer's, Contractor, and Owner.
- 4) Receive from Contractor any request for information (RFI). Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- 5) Receive and Review Samples and Contractor-approved Shop Drawings.
- 6) Consider and evaluate Contractor's suggestions for modifications to the Drawings or

Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

- 7) Review work for compliance with the Construction Contract Documents and report any defective work.
- 8) Verify inspections, tests, and system start-ups.
- 9) Maintain record of correspondence, conferences, and progress reports
- 10) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- 11) Participate in issuance of Substantial Completion and Final Completion and review of punch list items.

#### Exclusions and Assumptions

- 1) RPR services does not include geotechnical services; geotechnical services are typically included as an allowance in the Construction Contract.
- 2) RPR services do not include any lab or testing fees.
- 3) Resident Project Representative shall not:
  - a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  - b) Exceed limitations of Engineer's authority as set forth in this Agreement.
  - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
  - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  - h) Authorize Owner to occupy the Project in whole or in part.

**Budget: \$381,366**

This Agreement will be billed under Plummer Associates, Inc. Project: 4120-001-05 .

Consideration

We will invoice the Town of Firestone on a time and material basis for the period of December 26, 2022 through December 25, 2023, not to exceed \$ 381,366 . Compensation for periods less than one month shall be prorated based on the number of working days in the month. Consultant’s lump sum fee is based on the following hourly rates for its employees:

**HOURLY FEE SCHEDULE- MOUNTAIN WEST  
2023**

Staff Description	Staff Code	2023 Rate
Admin Staff	A1 – A2	\$90.00
Admin Staff III	A3	\$95.00
Senior Admin Staff	A4	\$110.00
Designer/Technician	C1	\$110.00
Designer/Technician	C2	\$115.00
Designer/Technician III	C3	\$125.00
Senior Designer/Technician	C4	\$145.00
Construction Manager in Training (CMIT)	CM1	\$120.00
Construction Manager in Training II	CM2	\$140.00
Construction Manager in Training III	CM3	\$145.00
Construction Manager IV	CM4	\$150.00
Construction Manager V	CM5	\$190.00
Construction Manager VI	CM6	\$230.00
Senior Construction Manager	CM7	\$255.00
Principal Construction Manager	CM8	\$275.00
Resident Project Rep. I	RR1	\$90.00
Resident Project Rep. II	RR2	\$120.00
Resident Project Rep. III	RR3	\$140.00
Lead Resident Project Rep.	RR4	\$145.00
Field Tech I	LS1	\$90.00
Field Tech II	LS2	\$105.00
Survey Specialist I	LS3	\$115.00
Survey Specialist II	LS4	\$125.00
Survey Analyst	LS5	\$145.00
Chief of Parties	LS6	\$165.00
Engineer/Scientist Intern	ES0	\$75.00
Engineer-in-Training/Scientist-in-Training	ES1	\$125.00
Engineer-in-Training/Scientist-in-Training II	ES2	\$135.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$150.00
<b>EIT in RPR Role (negotiated rate)</b>	<b>ES3</b>	<b>\$130.00</b>

<b>Staff Description</b>	<b>Staff Code</b>	<b>2023 Rate</b>
Project Engineer/Scientist	ES4	\$160.00
Project Manager I	ES5	\$180.00
Project Manager II	ES6	\$225.00
Senior Project Manager	ES7	\$245.00
Principal I	ES8	\$310.00
Principal II	ES9	\$325.00
Electrical Engineer in Training I	EE1	\$125.00
Electrical Engineer in Training II	EE2	\$130.00
Electrical Engineer in Training III	EE3	\$145.00
Electrical Specialist	EE4	\$155.00
Programmer	EE5	\$185.00
Programmer II	EE6	\$210.00
Senior Electrical Engineer	EE7	\$285.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.  
A multiplier of 1.15 will be applied to all direct expenses  
A technology charge will be billed at \$5 per labor hour.

Any changes to Consultant's hourly rates will be communicated to the Town, and shall not take effect unless and until such changes are approved by the Firestone Town Board.

## Exhibit B

### Town of Firestone Public Services Contract Addendum Prohibition Against Employing Workers Without Authorization

Prohibition Against Employing Workers Without Authorization. Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this contract. Contractor shall not enter into a contract with a 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 contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with a worker without authorization, Contractor shall:

- a. 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
- b. 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 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.

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

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Town.

**Pre-Contract Certification  
in Compliance with C.R.S. Section 8-17.5-102(1)**

**From:** Plummer Associates, Inc. (Prospective Contractor)

**To:** **Town of Firestone**

As a prospective independent contractor for the above-identified project, I (we) do hereby certify that, as of the date of this certification, the undersigned does not knowingly employ or contract with a worker without authorization; and that the undersigned will participate in the E-Verify employment verification program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor and Employment Program, as defined in C.R.S. § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of any employees hired since the date of this contract to perform work under this contract.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**PROSPECTIVE CONTRACTOR**

February 2, 2023

_____ Signature	_____ Date
Patrick O'Brien Printed Name	Principal Title
(720) 774-6140 Phone	
pobrien@plummer.com Email	

**ATTEST**

_____ Signature	February 2, 2023 Date
Kelly Fearney Printed Name	Project Manager Title
(970) 769-7422 Phone	
kfearney@plummer.com Email	