

AGREEMENT

This Agreement for Services ("Agreement") is entered into and effective this _____ day of _____, 20__ by and between the Strasburg Sanitation and Water District, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and _____ ("Contractor").

The work to be provided by the Contractor to the District are as follows:

_____ (the "Work").

1. The Work shall be rendered in a timely manner or as specified in the description of the Work. The term of this Agreement shall run through the completion of the work unless otherwise terminated by the District as provided herein.
2. The total compensation due for the Work provided by Contractor shall not exceed \$_____. Contractor shall submit to the District by the first of each month detailed invoices of the Work performed and direct costs presented for reimbursement. Work performed in excess of the compensation amount above shall only be performed upon written authorization of authorized District personnel or the District board of directors.
3. The Contractor is an independent contractor and nothing herein contained shall constitute or designate the Contractor as an employee or agent of the District. The District is concerned only with the results to be obtained.
4. The Contractor shall indemnify, defend and hold harmless the District, its members, directors, officials and employees from and against any and all claims, demands, suits, actions judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they are alleged to arise from the intentional misconduct or negligent acts or omissions of the Contractor or Contractor's sub-contractors and/or employees. The obligations of this indemnification shall survive termination of this Agreement. Contractor shall carry insurance of the type and in the amounts as described in Exhibit A hereto. Proof of such insurance coverage shall be presented to the District prior to the performance of the Work. Nothing herein shall be deemed a waiver of immunity under §24-10-101 *et seq.*, C.R.S.
5. The District may terminate this Agreement not-for-cause, in whole or in part, by delivering written notice of termination to Contractor specifying the extent and timing of such termination. The District shall pay Contractor for Work performed and materials actually provided to the District prior to such notice.
6. Contractor shall comply with the provisions of § 8-17.5-101, *et seq.*, C.R.S., as more particularly described on Exhibit B hereto, with regard to employment and subcontracting with illegal aliens.
7. The Contractor shall be informed of and comply with all federal, state and local laws, ordinances and regulations and the rules and regulations of the District.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Strasburg Sanitation & Water District

Contractor

By: _____

By: _____

ATTEST:

EXHIBIT A

CONTRACTOR'S INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance in accordance with applicable law.
2. Comprehensive general liability insurance in the amount of \$500,000 combined single limit bodily injury and property damage, each occurrence; \$1,000,000 general aggregate.
3. Automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident.

EXHIBIT B

ILLEGAL ALIENS

1. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and shall not enter into a contract with a subcontractor unless the subcontractor certifies in writing to the Contractor that the subcontractor does not knowingly employ or contract with illegal aliens to perform work under this Agreement. A copy of the subcontractor's certification must be provided to the District.
2. Contractor certifies that it has verified or attempted to verify, through participation in the Basic Pilot Program, as defined under § 8-17.5-101(1), C.R.S., that the Contractor does not employ any illegal aliens. If the Contractor has not been accepted into the Basic Pilot Program prior to entering into this Agreement, the Contractor shall apply to participate in the Basic Pilot Program every three (3) months until the Contractor is accepted into the Basic Pilot Program or this Agreement has been terminated, whichever is earlier. This provision shall not apply if the Basic Pilot Program is discontinued.
3. Contractor is prohibited from using the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while the Agreement is being performed.
4. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:
 - A. Notify the subcontractor and the District within three (3) days of when the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - B. Terminate the subcontract if within 3 days of receiving the notice required above, the subcontractor does not discontinue employing or contracting with the illegal alien(s); except that the Contractor shall not terminate the subcontract if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted an illegal alien.
5. Contractor shall comply with all reasonable requests by the Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in § 8-17.5-102(5), C.R.S.
6. If the Contractor violates any of the requirements under this contract section, the District may terminate the Agreement for breach of contract. The Contractor shall be liable for actual and consequential damages to the District.