

REQUEST FOR BID

Electrical Services – Streetlight Fixture Conversion and Exchange

Dark Sky Initiative

2026 Request for Bid TOWN OF BRECKENRIDGE PUBLIC WORKS

The Town of Breckenridge (Town) is soliciting electronic bids from qualified parties. To be considered, interested parties shall submit a written bid by the stated deadline, meet the established criteria as described in the instructions below, and represent their intent, proven capability and true commitment. Information submitted will be subject to verification.

Project Background:

The Town is seeking bids for electrical services to provide streetlight Fixture Conversions and streetlight Fixture Exchanges within the current network of over 1,618 Town owned and maintained streetlights. This project is scheduled for completion over multiple years with varying numbers of streetlights being upgraded each year based upon fiduciary considerations and Town Council direction. 2024 was year one of this project and over 400 Town fixtures were converted or exchanged. Year two was 2025 and over 200 lights were converted. This project will be placed out to bid each year until complete. All streetlights that require service are located within Town of Breckenridge boundaries. The goal of this work is at projects end, to have enhanced all Town streetlight fixtures, so they are in compliance with International Dark Sky Association guidelines. Completion of this project is a key step in the Town of Breckenridge recent designation of being a Certified Dark Sky Community (darksky.org)

Description of Work:

Throughout the Town streetlight grid, there is a vast network of fixtures illuminating Town sidewalks, roadways, and other public right of way. These streetlights have Welsbach fixtures as the source of illumination. See **Appendix A** for pictures/cut sheet of Welsbach fixture. For scope of work in 2026, Welsbach fixtures will be replaced with Providence fixtures. See **Appendix A** for pictures/cut sheet of Dark Sky compliant Providence fixture. Work is to be completed in the general areas of Watson Avenue, North French St, South French St, Briar Rose Lane, High St, Harris St, Ridge St, Lincoln Avenue, Wellington Rd, Washington Ave, Adams Ave, and other locations to be determined. The Town has detailed GIS mapping of all streetlights within our network to ease design of a work plan and installation schedule. The link for that network is below:

<https://summittownela.maps.arcgis.com/apps/dashboards/e186321b5c884c98a54f3afdcdfec145>

To be brought into IDA compliance, the Welsbach fixtures need to be exchanged with a specific Providence fixture that has smart technology. There are also existing Providence fixtures within the network that need wiring in of the smart technology driver kit. Requirements for each fixture exchange.

TREATMENT #1 – Welsbach Fixture Exchange

Each identified Welsbach fixture needs to be exchanged with a Providence fixture.
Each Providence fixture will be purchased and provided and have smart technology capability and a light shield. The Town will also provide a reducer sleeve to adapt the 4"OD base of the Providence fixture to the top of the 3.5" OD pole top.

TREATMENT #2 – Providence Fixture - "smart tech" driver install

Providence fixtures that already have an LED plate, need to have a "smart tech" driver assembly installed. This driver assembly is installed within the central housing of the fixture. The provided smart tech driver is from the same manufacturer as the fixture

and is easily installed with hand tools and wire nuts. Smart tech will not need to be adjusted by the contractor.

For 2026 project work, the Town anticipates completing 180 Welsbach fixtures to Providence fixtures (TREATMENT #1) with reducer sleeve. The Town anticipates completing 50 Providence fixtures upgraded with “smart driver” kits (TREATMENT #2.) Bids shall be for only this projected work and not for all Town owned lights, other ideas, or projected future project needs. Based upon up-to-date product cost, and costs of the Contractor services, the exact number of lights to be worked on will likely fluctuate +/- 10% of the above projected numbers.

Installation Requirements:

Town staff will be completing ongoing audits of Contractor work. Failure to complete any of the below installation requirements will be the responsibility of the Contractor to repair without any additional cost or project delay to the Town. Town will not remit payment until all fixtures meet the below requirements and Town staff have confirmed all lights within the project are fully functional.

To be considered successfully installed, each light must meet specific criteria:

- Specified fixture exchange complete
- Wire nuts fully tightened and not chaffed on inside of fixture/pole
- Set screws on ladder rest fully tightened
- Set screws on fixture fully tightened
- Black lid on top of fixtures latched and secured
- Fixtures installed exactly in line with the streetlight pole the fixture is on – fixtures that are leaning or tilted will not be accepted
- Light shield on back side (landscape side) of the pole. At intersections, the light shield shall be placed diagonally back from the intersection
- Field test that lights contractor worked on are functioning as designed before the end of each workday or circuit area
- Update Town GIS map once each fixture is installed and verified working. Town staff will provide weblink, login, and password, to our network once project contract is signed

Responsibilities:

The Town shall be responsible for providing all Providence fixtures, Smart driver kits, light shields, and reducer sleeves to complete this project. The Town will purchase and store these items. The Town shall also be responsible for the unpackaging of all inventory items and staging them for the Contractor to pick up each workday at the Town of Breckenridge Public Works yard (1095 Airport Road, Breckenridge, CO, 80424.)

The contractor shall be responsible for providing all labor, tools, and equipment required for infield installation of provided inventory items. Contractor shall also be responsible for picking up of all inventory items from Public Works each day through the entirety of the project. After work is completed each day, all displaced Welsbach fixtures will remain the property of the Town of Breckenridge and must be returned to the Town of Breckenridge Public Works yard. The Town shall provide receptacles and or drop areas for these displaced items. If the Contractor would like to recommend a strategy to sustainably source, recycle, or dispose of displaced items, the Contractor and Town can decide upon how to best proceed after the project contract is signed. At the end of each workday, the Contractor must confirm each installed light works and report back project status updates to the Town.

Project Scheduling & Timeline:

Once under contract for the project, scheduling of work may begin. Work must begin no more than 90 days after the date the contract is signed. Once work begins, all tasks associated to the project must be completed within 90 days of project start date. Consideration for weather or other delays will be allowed when

communicated to the Town with as much notice as reasonably possible. Work must be completed by Thursday May 30th, 2026.

Work may not be completed on Saturdays or Sundays. Work cannot begin before 7:00am and must be completed by 6:00pm each day. Exceptions may be permitted only if clearly communicated to and approved by the Town of Breckenridge Town Engineer in advance.

Traffic Control:

The contractor must supply traffic control plans with their bid submittal to ensure adequate safety measures are in place while completing any work. Signage indicating a work zone must be placed before work begins and after it is concluded each day. Traffic control signage must be removed immediately at the conclusion of work. Traffic control must be placed in a fashion that is directly connected to the work plan. Road closures are not necessary for this project but a traffic control plan that takes careful consideration for vehicular and pedestrian traffic must be part of the project submission. All traffic control devices shall be provided by the contractor. All traffic control and signs shall be in good repair. All traffic control devices and layout shall conform to the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall submit a Traffic Control Plan to the Town for approval with their RFB submittal. Work shall not begin on the Project until the Contractor receives written approval of the Traffic Control Plan from the Town.

Within worksite the Contractor must have a minimum of two (2) individuals performing work at all times. Individuals performing work within the closure must be wearing ANSI Type R Class 2 hi visibility outer wear at all times. If for any reason the contractor is unable to maintain these staffing levels it is required they immediately communicate these challenges to the Town.

The above guidelines will be closely monitored, and it is a requirement of the contractor to adjust or communicate needs directly to the Town. Adherence to the above expectations is solely the responsibility of the contractor.

If working within parking lots or other areas of lights clustered together, the contractor may request to close said area to more efficiently complete work. Before this were to occur, a request must be communicated to and approved by the Town of Breckenridge Town Engineer.

There will not be a pre-bid meeting for this project. For questions to be answered and included in the bid addendum they must be electronically submitted to SteveW@townofbreckenridge.com prior to 5:00pm on February 9th, 2026. A bid addendum will be posted by 5:00pm on February 11th, 2026, if any questions are received.

This Contract or any interest therein, may not be assigned without prior, written consent of the Town Representative. The Town may request supplemental information or clarification of stated requirements provided up until a final award is made. The Town reserves the right to reject any and all bids received as a result of this request, to waive formalities, informalities, or irregularities, technical defects or clerical errors in any bid, as the interest of the Town may require.

BID INSTRUCTIONS

Electrical Services – Streetlight Fixture Conversion and Exchange

2026 Request for Bid TOWN OF BRECKENRIDGE PUBLIC WORKS

The purpose of the following instructions is to furnish general information to prospective bidders. These instructions are not intended to limit the bidder but instead provide information as to the basic minimal requirements. Bidders are encouraged to read the full Request for Bid to ensure that the bid submitted is tailored specifically to meet the expectations of the Town. The *application*, together with supplemental narrative not to exceed seven (7) typed pages, will be used to evaluate bids.

Issuing Office

This request for bid is issued by the Public Works Department, Steve Worrall, Public Works Streets Assistant Manager for the Town of Breckenridge.

All project questions must be submitted via email to Steve Worrall by 5:00pm on February 9th, 2026. Questions will be answered and posted to the RFB as an addendum by 5:00pm on February 11th, 2026.

Questions can be directed to Steve Worrall, Streets Assistant Manager for the Town of Breckenridge at: SteveW@townofbreckenridge.com

Submission of Bids

Only electronic bid submittals will be accepted. All bids must be emailed to:

Websiteclerk@townofbreckenridge.com
Stevew@townofbreckenridge.com

- All bids shall have the email subject of “**2026 RFB – Streetlight Fixture Conversion and Exchange**” with the contractors name immediately following.
- Submissions must have the completed bid documents attached to it. Links to other cloud based servers will not be accepted.
- **Deadline for submission of bids shall be Monday, February 16th, 2026 at 9:00am**
- All bids shall include a completed application. All bids must be prepared and signed by the bidder(s). Such bids become the property of the Town and will not be returned. Incomplete applications may not be considered for award.
- Any bids received after the time and date established as the deadline for submission shall not be considered. Any bid may be withdrawn prior to the scheduled time for opening of bids.

Bid Expenses

Expense for developing the bid is entirely the responsibility of the bidder and will not be reimbursed in any way by the Town.

Evaluation Criteria

Criteria to be used in reviewing bids for the awarding of the contract will include price and ability to meet or exceed technical requirements as well as based on delivery date. The Town shall have the right to select the most qualified bidder based upon the evaluation criteria.

Rejection of Bids

The Town reserves the right to reject any and all bids received as a result of this request, to waive formalities, informalities, or irregularities, technical defects or clerical errors in any bid, as the interest of the Town may require. Award decisions are final. All bids shall remain firm for thirty (30) calendar days after bid opening.

Colorado Open Records Law

Bidders are advised that the bids are subject to public disclosure under Colorado Law and will not be treated as confidential. All materials submitted become the property of the Town and may be made public in whole or in part at the discretion of the Town with two notable exceptions. Information marked confidential such as trade secrets and references shall be treated as privileged information and confidential commercial information under the Colorado Open Records Law.

Local Preference

Instruction to Bidders for Local Preference. The Town of Breckenridge has established a policy as follows:

“It is the intent and spirit of the Town of Breckenridge, to the greatest extent possible, to keep public dollars spent on construction projects circulating in the community. Therefore, bidding of construction projects will use price, quality, experience, schedule and how money supports local businesses and workforce in the community as the criteria for selecting the contractor.”

Each contractor bidding on this project will provide a proposal with the bidding documents that explains how the project money supports local businesses and workforce in the community. The proposals will be used in combination with the project costs to evaluate which contractor will be awarded the project. If a schedule and statement of qualifications are required by the bidding documents, then these criteria will also be used in determining which contractor will be awarded the project. The proposal will be made part of the contract and any modifications will be detailed in the contract.

The proposal needs to explain how the money spent on the project will be used to support local businesses and workforce. Examples could be:

- If the prime contractor is local.
- Number of local subcontractors and the percentage of the project that will be paid to local subcontractors.
- Number of local suppliers and the percentage of the project that will be paid to the local suppliers.
- How many local employees will be used on the project either through the prime contractor or subcontractors.
- How will these commitments be verified and what these commitments equate to in project dollars.

Any other information that can be provided in the proposals on how the project dollars support local businesses and workforce allow for more confidence that the proposals meet the Town’s goal.

APPLICATION

Electrical Services – Streetlight Fixture Conversion and Exchange

2026 Request for Bid

TOWN OF BRECKENRIDGE

The Bidder hereby certifies that all statements and all answers to questions herein are true and correct.

Statements must be complete, accurate, and in the form requested.

BIDDER INFORMATION

Contact Information	
Bidder Name	
Mailing Address	
Physical Address	
Phone Number	
Email Address	

BID AMOUNT

Bid amount entered MUST be total cost. No additional fees or costs are allowed outside the cost listed below.

Description	Price
Treatment #1 – Welsbach fixture exchange Price per qty. 1 fixture	
Treatment #1 - Price for qty. 180	
Treatment #2 – Providence smart driver install Price per qty. 1 fixture	
Treatment #2 - Price for qty. 50	
Total Contract Price	

All warranty work shall be done at bidder's expense to include transportation to and from repair facility or complete the repair on site.

ACKNOWLEDGEMENT

The submittal of this bid is duly authorized official act of the bidder and the undersigned officer of bidder is duly authorized and designated to submit this bid to the Town of Breckenridge, this _____ day of _____, 2026

By Company: _____

Signature of Bidder: _____

Title: _____ Date: _____

Appendix A

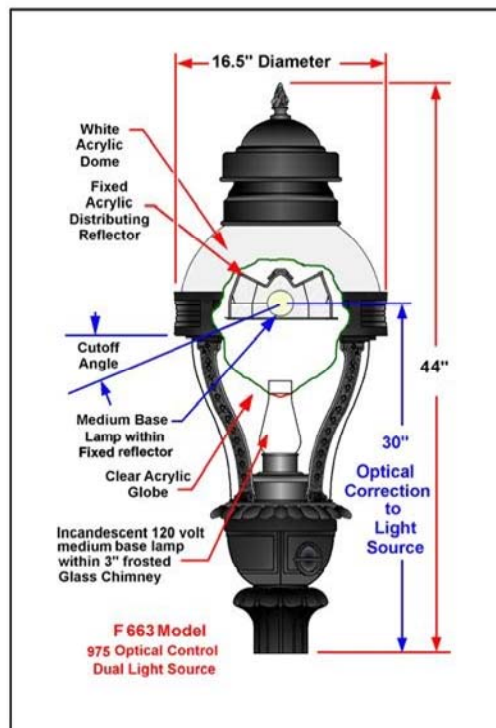
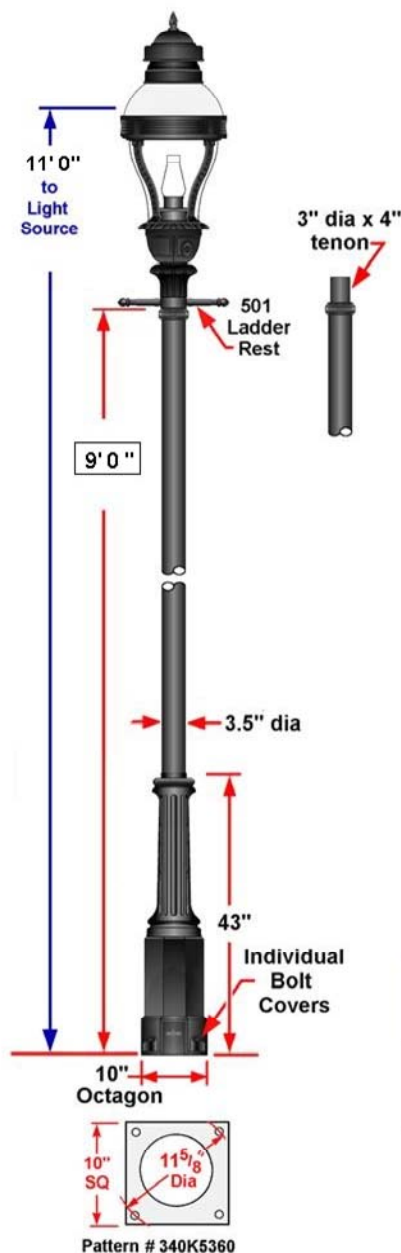
Fixture and Driver specifications and cut sheet



TOWN OF BRECKENRIDGE, CO

HISTORIC PENN GLOBE—WELSBACH SPECIFICATION

Welsbach Fixture - to be replaced with Providence Fixture



PRIMARY LIGHT SOURCE:
HPS

WATTAGE: (PLEASE SPECIFY)
150 WATT MAX

VOLTAGE: QUAD
120 VOLT

SECONDARY LIGHT SOURCE:
150W INCANDESCENT

SOCKET:
MEDIUM

POLE HEIGHT (PH):
9' 0" OAL

DISTANCE TO LIGHT
SOURCE (LH)
11' 0" OAL

TENON:
3" X 4"

BOLT COVER:
SMALL INDIVIDUAL (4)

OTHER OPTIONS:
#501 LADDER REST

FINISH:
1003X LT BLACK

QUANTITY:
(x)

STOCK NUMBER	DESCRIPTION
F663-GX919-BK975 P625-W1112-1000	NEWPORT 1000 LUMINAIRE SUSSEX POST

The Pennsylvania Globe Gaslight Co.
300 Shaw Road
North Branford CT 06471
PH: 203-484-7749
FX: 203-484-7758
sales@pennnglobe.com

APPROVED BY: _____

DATE: _____

HOUSE SIDE SHIELD
(SPECIAL)

Providence Fixture with smart driver kit, led plate, and light shield

PROV2-36L-525-3K7-3-DL-BLS-MOD-HSS-NXW
(SPECIAL)

NX RADIO
MODULE

ALUM. HOUSE SIDE
SHIELD 180°
(SPECIAL)

TYPE:

CATALOG NUMBER
PROV2-36L-525-3K7-3-DL-
BLS-MOD-HSS-NXW

AAL COLOR: BLS

SPECIAL INSTRUCTIONS:

NX EMBEDDED CONTROLS
VOLTAGE 120-277

FIXTURE TO MOUNT TO A 4"
O.D. TOP

LED COUNT, WATTAGE, VOLTAGE,
CCT/CRI AND DISTRIBUTION MAY
VARY BASED ON FINAL CAT
STRING.

REFER TO SPECIFICATION
SHEET FOR ADDITIONAL
ELECTRICAL CHARACTERISTICS
AND PHOTOMETRIC DATA

ANCHOR BOLTS

QTY

SIZE

BOLT CIRCLE

PROJECTION

LEVELING NUTS AND WASHERS
MUST BE INSTALLED UNDER ALL
BASES

ONE APPROVED DRAWING MUST
BE RETURNED TO AAL BEFORE
THIS PRODUCT CAN BE
FABRICATED

WARNING: THIS FIXTURE MUST
BE GROUNDED IN ACCORDANCE
WITH LOCAL CODES OR THE
NATIONAL ELECTRICAL CODE.
FAILURE TO DO SO MAY RESULT
IN SERIOUS PERSONAL INJURY.

* AAL ASSUMES NO
RESPONSIBILITY OF HARM
CAUSED BY FAILURES DUE TO
IMPROPER SITE ANALYSIS OR
USAGE OF PRODUCTS OTHER
THAN THEIR INTENDED PURPOSE
AS SHOWN IN THIS DOCUMENT.

SOLD TO: TOWN OF BRECKENRIDGE - AAL PROVIDENCE SMART LIGHT FIXTURES FOR DARK SKIES
PO# JOB NAME:

CUSTOMER APPROVAL NEEDED
PRIOR TO SHIPMENT OF FIXTURES.

X _____

THIS DRAWING WILL EXPIRE IN
2 YEARS FROM APPROVAL DATE.



701 MILLENNIUM BOULEVARD
GREENVILLE, SC 29607
(864)678-1000

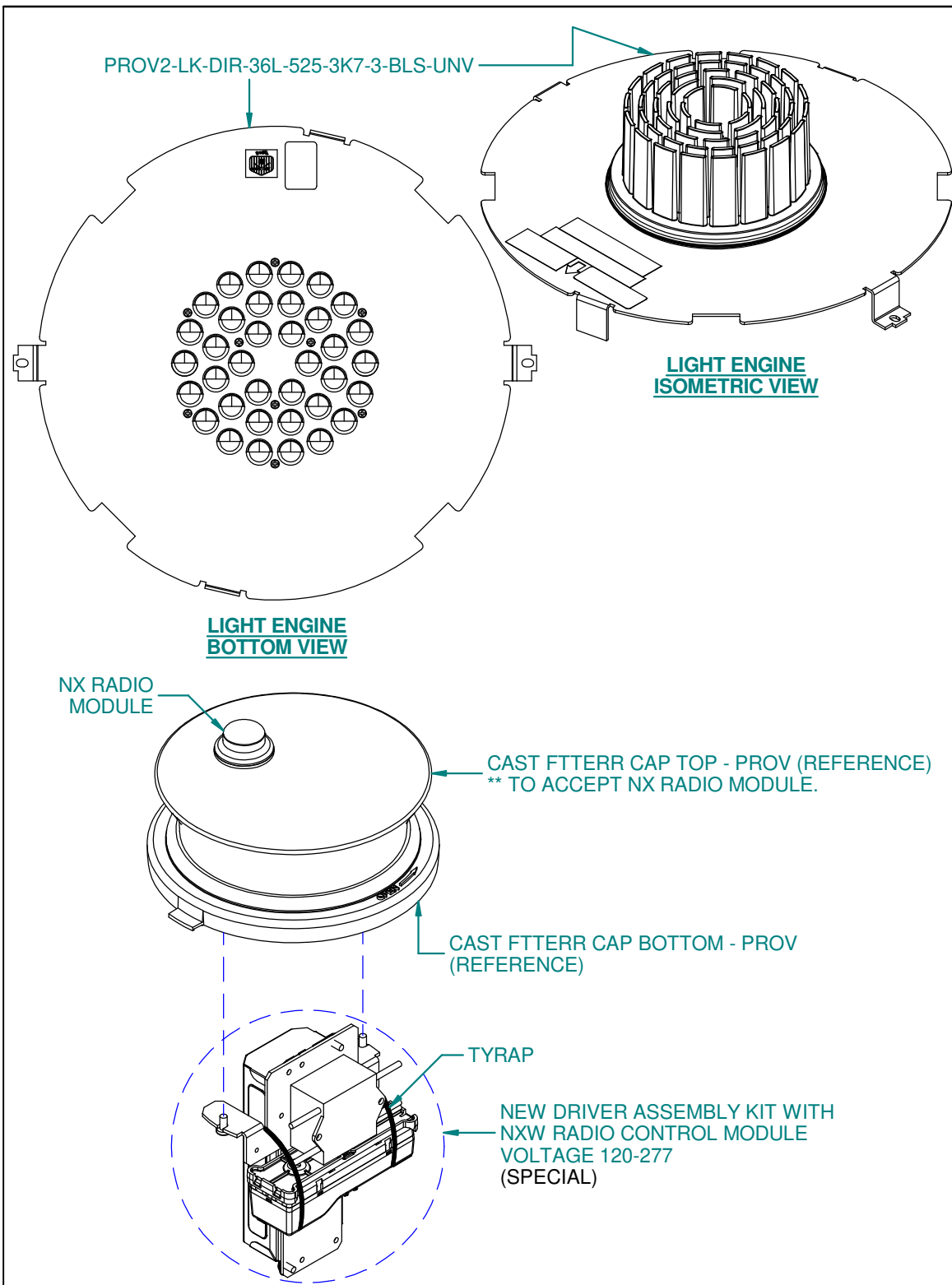
Architectural Area Lighting
Reserves The Right To Change
Manufacturing Processes Without
Notice.

23A-2179

DATE 07/21/2023 DRWN PBA

DATE 07/21/2023 APPRVD SM

DATE REV. A



TYPE:
CATALOG NUMBER PROV2-LK-DIR-36L-525-3K7-3-BLS-UNV-MOD-NXW
AAL COLOR: BLS
SPECIAL INSTRUCTIONS: NEW DRIVER ASSEMBLY KIT WITH NX EMBEDDED CONTROLS VOLTAGE120-277
LED COUNT, WATTAGE, VOLTAGE, CCT/CRI AND DISTRIBUTION MAY VARY BASED ON FINAL CAT STRING.
REFER TO SPECIFICATION SHEET FOR ADDITIONAL ELECTRICAL CHARACTERISTICS AND PHOTOMETRIC DATA
ANCHOR BOLTS
QTY
SIZE
BOLT CIRCLE
PROJECTION
LEVELING NUTS AND WASHERS MUST BE INSTALLED UNDER ALL BASES
ONE APPROVED DRAWING MUST BE RETURNED TO AAL BEFORE THIS PRODUCT CAN BE FABRICATED
WARNING: THIS FIXTURE MUST BE GROUNDED IN ACCORDANCE WITH LOCAL CODES OR THE NATIONAL ELECTRICAL CODE. FAILURE TO DO SO MAY RESULT IN SERIOUS PERSONAL INJURY. * AAL ASSUMES NO RESPONSIBILITY OF HARM CAUSED BY FAILURES DUE TO IMPROPER SITE ANALYSIS OR USAGE OF PRODUCTS OTHER THAN THEIR INTENDED PURPOSE AS SHOWN IN THIS DOCUMENT.

SOLD TO: **TOWN OF BRECKENRIDGE - AAL PROVIDENCE SMART LIGHT FIXTURES FOR DARK SKIES** PO# _____ JOB NAME: _____

CUSTOMER APPROVAL NEEDED PRIOR TO SHIPMENT OF FIXTURES.

X _____

THIS DRAWING WILL EXPIRE IN 2 YEARS FROM APPROVAL DATE.



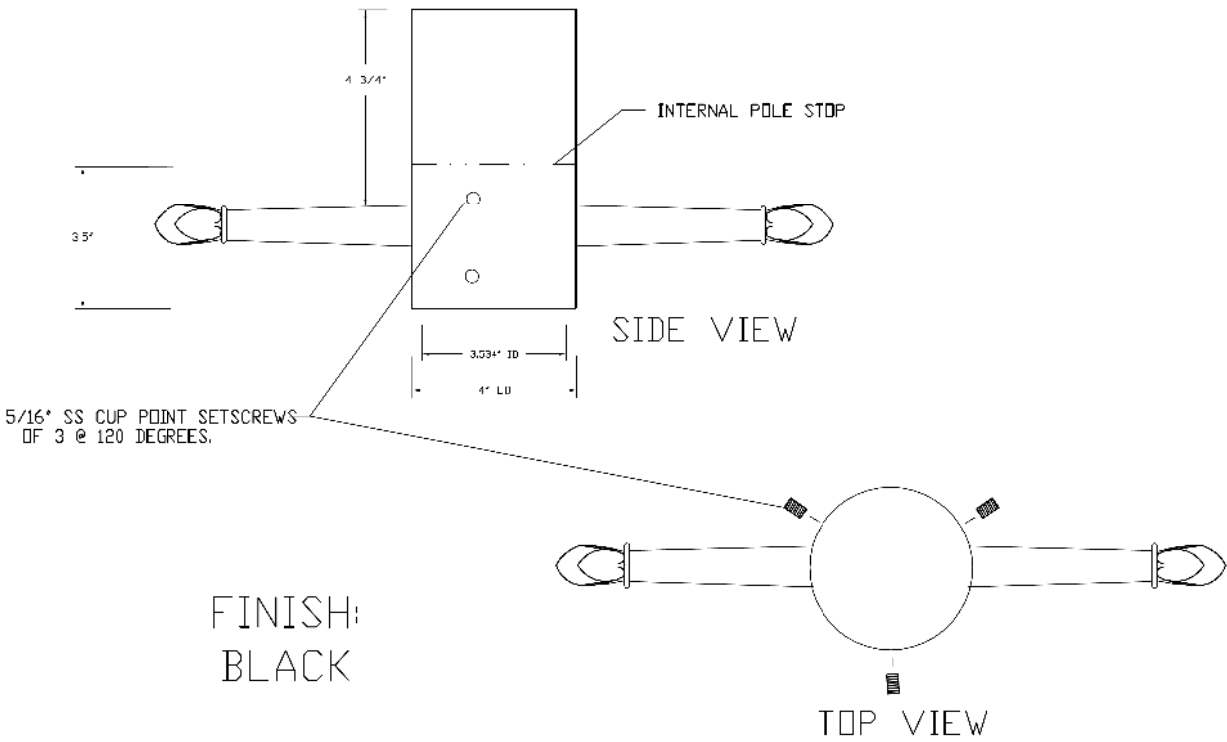
701 MILLENNIUM BOULEVARD
GREENVILLE, SC 29607
(864)678-1000

Architectural Area Lighting
Reserves The Right To Change
Manufacturing Processes Without
Notice.

23A-2180

DATE 07/21/2023	DRWN PBA
DATE 07/21/2023	APPRVD SM
DATE	REV. A

Ladder rest to be installed on pole top after removing Welsbach fixture and before installing Providence fixture.



TOWN OF BRECKENRIDGE DOWNTOWN
4" OD-3.53" ID LADDER REST
(Match Town Standard Exactly)

LIGHTING DETAILS

4' Outer Diameter Cutoff Ladder Rest

 TOWN OF BRECKENRIDGE ENGINEERING	TOWN OF BRECKENRIDGE STANDARD DETAILS	CREATION DATE: 11/3/20 LAST REVISION DATE: _____	Standard Drawing 8 Sheet 4 of 7
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See next pages for example of Service Agreement between the Town and Contractors.

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR SERVICES (“**Agreement**”) is dated [REDACTED], 2025 and is between the TOWN OF BRECKENRIDGE, a Colorado municipal corporation (“**Town**”) and [REDACTED], a Colorado [REDACTED] (“**Contractor**”). Town and Contractor are sometimes collectively referred to in this Agreement as the “**Parties**,” and individually as a “**Party**.”

WHEREAS, Town desires to engage Contractor to render the services described in this Agreement, and Contractor is qualified and willing to perform such services in accordance with, and subject to, the provisions of this Agreement; and

WHEREAS, sufficient legal authority exists and sufficient funds have been budgeted and are available for the work to be performed by Contractor under this Agreement, and other necessary approvals have been obtained.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound, the Parties agree as follows:

1. **The Services.** Contractor will provide such services to the Town that are described in the attached “**Exhibit “A”** (“**Services**”). Execution of this Agreement is Contractor’s authorization to proceed with the Services.

2. **Contractor’s Compensation.** The compensation for Contractor’s Services will be in accordance with Contractor’s billing criteria as described in the attached “**Exhibit “B”**”. The maximum amount payable to Contractor under this Agreement will not exceed \$XXX, including reimbursable expenses, without additional prior approval from Town. Contractor will submit invoices to Town for Services rendered during the preceding month, such invoices to be in such form and detail as is reasonably required by Town. Reimbursable expenses will be itemized. Town will pay Contractor within thirty (30) days of receipt of a properly documented invoice.

3. **Commencement and Completion of Services; Term.** Contractor understands and agrees that time is an essential requirement of this Agreement. The Services will be completed as soon as good practice and due diligence permit. The Term of this Contract is from [REDACTED] to [REDACTED], and the Services will be completed by the end of the Term. If Contractor’s performance of this Agreement is delayed by Town, Contractor will have the right to renegotiate the fees payable to it pursuant to this Agreement.

4. **Standard of Care.** In its performance of the Services, Contractor will exercise the standard of care required by Colorado law for Contractor’s profession. Contractor will be liable to Town for any loss, damage, or costs incurred by Town as a result of any failure of Contractor to comply with this standard.

5. Insurance.

A. Contractor will procure and continuously maintain throughout the term of this Agreement the following minimum insurance coverages:

- i. worker's compensation insurance to cover obligations imposed by applicable laws for any employee of Contractor or a subcontractor engaged in the performance of the Services under this Agreement.
- ii. commercial general liability insurance with minimum limits of not less than \$1,200,000 per claim and \$1,200,000 aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, and products.
- iii. comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,200,000 per claim and \$1,200,000 aggregate with respect to each of Contractor's owned, hired, or non-owned vehicles assigned to or used in performance of this Agreement.
- iv. If applicable for the profession Contractor is engaged in, professional liability insurance with minimum combined single limits of \$1,200,000.

Such coverages will be procured and maintained with forms and insurers acceptable to Town. All coverages will be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section 6 of this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods will be procured to maintain such continuous coverages.

B. Contractor's general liability insurance policy must be endorsed to include Town as an additional insured.

C. Each of Contractor's required insurance policies will be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through an insurance pool of which Town is a member, will be excess and not contributory insurance to that provided by Contractor.

D. Contractor is solely responsible for any deductible losses under any required insurance policy.

E. An ACORD Form 25, or other certificate of insurance acceptable to Town, will be completed by Contractor's insurance agent and provided to Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and will be reviewed and approved by Town prior to commencement of this Agreement and on each policy renewal or replacement throughout the term of this Agreement. The certificate will identify this Agreement and will provide that the coverages afforded under the policies will not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to Town. Town will also be provided with the insurance policy endorsement required by Subsection (B), above, prior to the commencement of this Agreement. The completed certificate of insurance and policy endorsement will be sent to:

AGREEMENT TO FURNISH SERVICES

Town of Breckenridge
c/o Helen Cospolich, CMC, Town Clerk
P. O. Box 168
Breckenridge, CO 80424

F. Notwithstanding any other portion of this Agreement, failure on the part of Contractor to:

- i. provide Town with the required additional insured endorsement; or
- ii. procure or maintain policies providing the required coverages, conditions, and minimum limits set forth above in this Section

will constitute a material breach of this Agreement for 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 all monies so paid by Town will be repaid by Contractor upon demand, together with interest at the legal rate, or Town may offset the cost of the premiums against any monies due to Contractor from Town.

G. Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law or limitation otherwise available to Town, its officers, or its employees.

6. Indemnification.

A. To the fullest extent permitted by law, Contractor will indemnify, defend, and hold Town, its officers, employees, and insurers harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by the negligent, intentional, or willful wrongful act of Contractor, any subcontractor, anyone directly or indirectly employed by the Contractor or a subcontractor, and anyone for whose acts they are liable under applicable law; except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful wrongful act of Town, its officers, employees, or agents.

B. This indemnity provision is to be interpreted to require Contractor to indemnify, defend, and hold Town harmless only to the extent of the proportionate share of negligence or fault attributable to Contractor or a person for whom Contractor is responsible under this Section.

C. To the extent indemnification is required under this Agreement, Contractor will investigate, handle, respond to, and provide defense for and defend against (with counsel

AGREEMENT TO FURNISH SERVICES

acceptable to Town) any liability, claim, or demand at its expense, and bear all other costs and expenses related thereto, including court costs and attorney's fees.

D. All indemnity obligations required by this Agreement will survive the completion or termination of this Agreement, and will be fully enforceable thereafter, subject to any applicable statute of limitation.

7. Termination.

A. This Agreement may be terminated by either Party for cause as provided in Section 8.B of this Agreement.

B. This Agreement may also be terminated by Town for its convenience upon fifteen (15) days' prior written notice to Contractor. In the event of termination as provided in this Subsection (B), Town will pay Contractor in full for Services performed to the date of notice of termination, plus any Services Town deems necessary during the notice period. Such compensation will be paid upon Contractor's delivering or otherwise making available to Town all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing the Services included in this Agreement, whether completed or in progress.

8. Default; Resolution Of Disputes.

A. A default exists under this Agreement if either Party violates any covenant, condition, or obligation required to be performed by it under this Agreement.

B. If a Party ("**Defaulting Party**") fails to cure such default within twenty (20) days after the other Party ("**Non-Defaulting Party**") gives written notice of the default to the Defaulting Party (or, in the event of a default not capable of being corrected within twenty (20) days, if the Defaulting Party fails to commence correcting the default within twenty (20) days of the Non-Defaulting Party's notice and thereafter fails to correct the default with due diligence), then, at the Non-Defaulting Party's option, the Non-Defaulting Party may terminate this Agreement effective upon such date as the Non-Defaulting Party specifies. Notwithstanding either Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the rights of either Party to invoke the remaining provisions of this Section.

C. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between persons who have authority to settle the controversy ("**Executives**"). Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Within five (5) days after receipt of said notice, Executives of the Parties to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the notice of dispute, or if the Parties fail to meet within five (5) days, either Party may initiate mediation of the controversy as provided below.

D. If the dispute has not been resolved by negotiation as provided above, the Parties will endeavor to settle the dispute by mediation with a neutral third Party. If the Parties encounter difficulty in agreeing on a neutral third Party, they may each appoint a neutral third Party, such third Parties to appoint a neutral third Party to mediate. Each Party will pay their own attorneys' fees incurred in connection with negotiation and mediation.

E. Any dispute arising out of or relating to this Agreement, or the breach, termination, or validity of this Agreement, which has not been resolved by the methods set forth above within thirty (30) days of the initiation of mediation, may be finally resolved by appropriate judicial action commenced in a court of competent jurisdiction. The Parties agree to venue in the courts of Summit County, Colorado with respect to any dispute arising out of or relating to this Agreement. **BOTH PARTIES WAIVE THE RIGHT TO A JURY TRIAL WITH RESPECT TO ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

F. This Agreement is to be interpreted in all respects in accordance with the laws of the State of Colorado, without regard to principles of conflicts of laws that might require this Agreement to be governed by the laws of any state other than the State of Colorado.

G. If any action is brought in a court of law by either Party concerning the enforcement, interpretation, or construction of this Agreement, the prevailing Party, either at trial or upon appeal, will be entitled to reasonable attorneys' fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action.

H. As used in this Section only, the term "**days**" refer to calendar days, not to business or working days.

9. Payment of Subcontractors. Contractor will contract with and pay any and all subcontractors used by Contractor in the performance of the Services. Town will in no event have any liability to any subcontractor and Contractor will indemnify and hold Town harmless from any such liability.

10. Non-discrimination; Compliance with Applicable Laws. Contractor:

A. Will not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, religion, national origin, or disability;

B. Will insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, or disability; and

C. Will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national origin, or disability.

AGREEMENT TO FURNISH SERVICES

D. Contractor will further comply with all applicable federal, state, and local laws, rules and regulations. The indemnification and termination provisions of this Agreement will apply with respect to Contractor's failure to comply with any applicable laws or regulations.

11. Prohibited Interests.

A. Contractor agrees that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services under this Agreement. Contractor further agrees that in the performance of the Agreement, no person having any such interest will be employed.

B. No official or employee of Town will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

12. Independent Contractor. Contractor will perform all work under this Agreement as an independent contractor and not as an agent or an employee of Town. Contractor will be free from the control and direction of Town in the performance of the Services, both under the terms of this Agreement and in fact. Town and Contractor further stipulate and agree that Contractor is customarily engaged in an independent trade, occupation, profession or business related to the performance of the Services required by this Agreement. **CONTRACTOR UNDERSTANDS THAT: (I) TOWN WILL NOT PAY OR WITHHOLD ANY SUM FOR INCOME TAX, UNEMPLOYMENT INSURANCE, SOCIAL SECURITY OR ANY OTHER WITHHOLDING PURSUANT TO ANY LAW OR REQUIREMENT OF ANY GOVERNMENTAL BODY; (II) CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE TAX ON ANY MONEYS EARNED PURSUANT TO THIS AGREEMENT; (III) NO EMPLOYEE OF CONTRACTOR IS ENTITLED TO WORKERS' COMPENSATION BENEFITS FROM TOWN OR TOWN'S WORKERS' COMPENSATION INSURANCE CARRIER; AND (IV) NO EMPLOYEE OF CONTRACTOR IS ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY CONTRACTOR OR SOME OTHER ENTITY.** Contractor agrees to indemnify and hold Town harmless from any liability resulting from Contractor's failure to pay or withhold state or federal taxes on the compensation paid under this Agreement.

13. Books and Records. Contractor's books and records with respect to the Services and reimbursable expenses will be kept in accordance with recognized accounting principles and practices, consistently applied, and will be made available for Town's inspection at all reasonable times at the places where the same may be kept. Contractor will not be required to retain such books and records for more than three (3) years after completion of the Services.

14. Ownership of Drawings; Reuse. All plans, drawings, artwork, and the like relating to the Services will be the joint property of Town and Contractor. Upon completion of the Services, or at such other time as Town may require, Contractor will deliver to Town a complete corrected set of drawings and such additional copies thereof as Town may request, corrected as of the date of completion of the Project. All documents prepared by Contractor pursuant to this Agreement are instruments of service for the Project; they are not intended or represented to be suitable for reuse by Town or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Contractor for the specific purpose intended

will be at Town's sole risk and without liability or legal exposure to Contractor; and Town, to the extent permitted by law, will indemnify and hold harmless Contractor from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

15. Communications. All communications relating to the day-to-day activities for the Project will be exchanged between the respective Project representatives of Town and Contractor who will be designated by the Parties promptly upon commencement of the Services.

16. Assignment. This Agreement is for personal services predicated upon Contractor's special abilities or knowledge. Contractor may not assign this Agreement in whole or in part without the prior written consent of Town.

17. Waiver. The failure of either Party to exercise any of its rights under this Agreement will not be a waiver of those rights. A Party waives only those rights specified in writing and signed by the Party waiving such rights.

18. Notices. All notices required or permitted under this Agreement shall be given by registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial carrier delivery, or by fax, directed as follows:

If intended for Town to:

Town of Breckenridge
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Attn: Shannon Haynes, Town Manager
Fax number: (970)547-3104
Telephone number: (970)547-3133

with a copy in each case (which shall not constitute notice) to:

Keely Ambrose, Esq.
Town Attorney
P.O. Box 168
150 Ski Hill Road
Breckenridge, Colorado 80424
Fax number: (970)547-3104
Telephone number: (719)547-3117

If intended for Contractor, to:

[INSERT CONTRACTOR'S MAILING ADDRESS]

Fax number: ()
Telephone number: ()

Any notice delivered by mail in accordance with this Section will be effective on the fifth business day after having been deposited in any post office or postal box regularly maintained by the United States Postal Service. Any notice delivered by fax in accordance with this Section will be effective upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone and a copy of said notice is sent by certified mail, return receipt requested, on the same day to the intended recipient. Any notice delivered by hand or commercial carrier will be effective upon actual receipt. Either Party, by notice given as provided above, may change the address to which future notices may be sent. E-mail is not a valid method of giving notice under this Agreement.

19. Information Prepared by Others. During the course of the Project, Contractor may use information obtained from Town that has been prepared by others. Contractor will advise Town of any errors, omissions, or conflicts discovered during the use of such information; however, Contractor will not be responsible for discovering any or all errors, omissions, or conflicts in such information, nor for any damages attributable to defects in the information prepared by others.

20. No Third Party Beneficiaries. There are no third Party beneficiaries of this Agreement.

21. "Will" and "Will Not" Defined. The terms "will" and "will not" in this Agreement indicate a mandatory obligation to act or to refrain from acting as indicated in the context of the sentence in which such terms are used.

22. Entire Agreement. This Agreement is the entire agreement between the Parties, and supersedes all prior contracts, proposals, representations, negotiations, and letters of intent, whether written or oral, pertaining to the Services.

23. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties. Oral amendments to this Agreement are not permitted.

24. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be considered an original for all purposes and all of which together will constitute but one and the same instrument.

25. Section Headings. Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Agreement.

26. Fax or Scanned Copy Sufficient. For all purposes contemplated in this Agreement, including execution of this Agreement, facsimile or scanned signatures will be as valid as the original. Both Parties waive any claim or defense that a facsimile or scanned signature is not

valid, or is not the best evidence of signature.

27. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable by a final, non-appealable order of a court of competent jurisdiction the Parties will negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes of this Agreement.

28. **Incorporation of Exhibits.** All exhibits referred to in this Agreement are incorporated into this Agreement by reference.

29. **Authority.** The individuals executing this Agreement on behalf of each of the Parties represent that they have all requisite powers and authority to cause the Party for whom they have signed to enter into this Agreement, and to bind such Party to fully perform its obligations as set forth in this Agreement.

30. **Annual Appropriation.** Notwithstanding anything contained in this Agreement to the contrary, Town's obligations under this Agreement are expressly subject to an annual appropriation being made by Town Council of Town of Breckenridge, Colorado in an amount sufficient to allow Town to perform its obligations under this Agreement. If sufficient funds are not so appropriated this Agreement may be terminated by either Party without penalty; provided, however, that in such circumstance Town will pay Contractor for all Services performed up to the effective date of termination of this Agreement. Town's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

31. **Force Majeure.** Neither Party will be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this Agreement due to causes beyond the control of that Party, including without limitation strikes, boycotts, labor dispute, embargoes, shortages of materials, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, terrorism, or any other circumstance for which such Party is not responsible or which is not in its power to control.

32. **No Adverse Construction.** Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either Party based upon authorship.

33. **Binding Effect.** This Agreement is binding upon, and inures to the benefit of, the Parties, and their respective successors and permitted assigns.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

AGREEMENT TO FURNISH SERVICES

By: _____
Shannon Haynes, Town Manager

CONTRACTOR:

XXX, a Colorado _____

By: _____

Title: _____

AGREEMENT TO FURNISH SERVICES

[illegible]

The foregoing instrument was acknowledged before me this _____ day of XXX, 2025,
by Shannon Haynes, Town Manager.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, XXX, 202 by _____, as _____, and _____, as _____, of XXX.

WITNESS my hand and official seal.

My commission expires: _____.

Notary Public

AGREEMENT TO FURNISH SERVICES

Exhibit “A”

Contractor’s Services

Exhibit “A”

Exhibit “B”

Contractor’s Compensation